N. 2785

No. 13671

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

WATERFRONT EMPLOYERS OF WASHINGTON: LOCAL 19, INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION and INTERNATIONAL LONGSHOREMEN'S & WAREHOUSEMEN'S UNION,

Respondents.

Transcript of Record

In Two Volumes

VOLUME I.

(Pages 1 to 335, inclusive)

Petition for Enforcement of an Order of the National Labor Relations Board

Phillips & Van Orden Co., 870 Brannan Street, San Francisco, Calif.

No. 13671

United States
Court of Appeals
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NATIONAL LABOR RELATIONS BOARD,

Petitioner,

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

GENERAL COUNSEL EXHIBIT No. 1-A

Form NLRB-508 (12-48)

United States of America
National Labor Relations Board

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 19-CB-38. Date filed 2/21/49.

Important—Read Carefully: Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with Section 9 (f), (g) and (h) of the National Labor Relations Act.

Instructions: File an original and four copies of this charge with the NLRB Regional Director for the region in which the alleged Unfair Labor Practice occurred or is occurring.

1. Labor organization or its agents against which charge is brought: International Longshoremen's & Warehousemen's Union, CIO, Local 1-19, 84 Union, Seattle, Washington.

The above-named organization or its agents has engaged in and is engaging in unfair labor practices within the meaning of Section (8b) Subsection (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge:

The above named union, through its agents and officials have caused various shipping companies to deny employment to the undersigned Clarence Purnell by having his name removed from the Board at the hiring hall for reasons other than the failure to pay or offer to pay the periodic dues as a member of the above named union. Local 1-19 ILWU-CIO operates an illegal hiring hall which has the exclusive contract to furnish Longshoremen and Bull drivers to shipping Companies in the Seattle area and by their action in removing the name of the undersigned from the Board the union and its agents have caused the waterfront employers to discriminate against and refused to hire the undersigned Clarence Purnell, all in violation of Section 8 (b) (2) of the National Labor Relations Act.

3. Name of Employer: Various.

4. Location of plant involved: Seattle Waterfront.

5. Nature of employer's business: Shipping.

6. No. of workers employed: Unknown.

7. Full name of party filing charge: Clarence Purnell.

8. Address of party filing charge: 232 - 23rd North, Apt. 304, Seattle, Washington. Telephone East 0607.

9. Declaration: I declare that I have read the

above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL,
Individual

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-C

Form NLRB-508 (12-48)

United States of America
National Labor Relations Board

AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 19-CB-38. Date filed 2/21/49; amended 9/21/49.

* * * * *

1. Labor organization or its agents against whom charge is brought: International Longshoremen's and Warehousemen's Union, CIO, Local 1-19 (also known as Seattle Local 19, International Longshoremen's and Warehousemen's Union) and International Longshoremen's and Warehousemen's Union, CIO, 84 Union Street, Seattle, Washington.

The above-named organization or its agents has engaged in and is engaging in unfair labor practices within the meaning of Section (8b) Subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the charge:

On or about December 17, 1948, the International Longshoremen's and Warehousemen's Union, herein called ILWU, made a contract with Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, and Waterfront Employers of Washington, on behalf of their members, including, among others, Rothschild - International Stevedoring Company, herein called Rothschild; Alaska Steamship Company, herein called Alaska Steamship; Luckenbach Steamship Company, Inc., herein called Luckenbach; Tait Stevedoring Co., Inc., herein called Tait; Alaska Terminal and Stevedoring Co., herein called Alaska Stevedoring, to become effective December 6, 1948, wherein provision is made that preference in hiring of employees shall be given to members of ILWU, and that the above-named employers shall obtain all longshoremen through facilities of hiring halls operated jointly by ILWU and the above-named employers.

On or about February 26, 1949, Local 19, International Longshoremen's and Warehousemen's Union (also known as Seattle Local 19, International Longshoremen's and Warehousemen's Union), herein called Local 19, made a contract with the Waterfront Employers of Washington, herein called WEW, on behalf of its respective members, including, among others, Rothschild, Luckenbach, Alaska Steamship, Tait, and Alaska

Stevedoring, wherein provision is made that preference in hiring of employees shall be given to members of Local 19 and that WEW and its members shall hire all dock workers through the central hiring hall maintained and operated jointly by ILWU and the Waterfront Employers Association of the Pacific Coast.

On or about March 9, 1949, Working and Dispatching Rules for the Port of Seattle were agreed to by Local 19, and WEW, which were effective on and after March 11, 1949, and became a part of the above-mentioned agreement of December 17, 1948, between ILWU and WEW and others, and the above-mentioned agreement of February 26, 1949 between Local 19 and WEW.

By executing said agreements, and since Dec. 6, 1948, by complying with and requiring compliance with the terms of said agreements and conditioning the hire and tenure of employment on the terms of said agreements, ILWU, Local 19, WEW, Rothschild, Alaska Steamship, Luckenbach, Tait, and Alaska Stevedoring have restrained and coerced employees of said employers generally and Clarence Purnell particularly in the exercise of rights guaranteed by Section 7 of the Act.

At all times since December 6, 1948, by common consent and agreement between ILWU or Local 19 or both and WEW, Rothschild, Luckenbach, Alaska Steamship, Tait, and Alaska Stevedoring, the said ILWU or Local 19 or both have operated the facilities of its hiring hall in Seattle, and in so operat-

ing said facilities have been permitted to give preference and have given preference to members, permit holders, and persons in active support of said ILWU or Local 19 or both.

On or about February 3, 1949, ILWU and/or Local 19 removed Clarence Purnell's name from the board at its hiring hall and/or bugged his name and/or by other designation indicated he was not entitled to equal rights in dispatching with other registered longshoremen and/or dock workers and then and there refused to dispatch Clarence Purnell and caused the above-named employers to deny employment to Clarence Purnell.

On or about March 24, 1949, Clarence Purnell was refused employment as a bull driver or maintainer by Rothschild, Alaska Steamship, Luckenbach, Tait, Alaska Stevedoring, and WEW because he had not been sent out by the ILWU hiring hall.

By the aforesaid acts, and by causing the said companies and WEW in the aforesaid manner, and by attempts to cause them by other acts, to discriminate against Clarence Purnell in hire and tenure of employment to encourage membership in ILWU and/or Local 19 and discourage membership in other labor organizations in violation of Section 8(a)(3) of said Act, and in denying Clarence Purnell the full rights of membership in ILWU and/or Local 19 on grounds other than failure to tender payment of regular initiation fees and dues, ILWU has caused Clarence Purnell to be discriminated against, all in violation of Section 8(b), Subsection (2) of said Act.

Items 3, 4, 5 and 6:

Name of employer: Rothschild - International Stevedoring Company, Northern Life Tower, Seattle, Wash. Nature of employer's business: Stevedoring. No. of workers employed: Approx. 200.

Name of employer: Alaska Steamship Company, Pier 42, Seattle, Wash. Nature of employer's business: Stevedoring and Steamship Transportation. No. of workers employed: Approx. 1000.

Name of employer: Luckenbach Steamship Company, Inc., Exchange Bldg., Seattle 4, Wash. Nature of employer's business: Stevedoring and Steamship Transportation. No. of workers employed: Approx. 100.

Name of employer: Waterfront Employers of Washington, Exchange Bldg., Seattle 4, Wash. Nature of employer's business: Employers' Ass'n. & Transportation. No. of workers employed: Approx. 15,000.

Name of employer: Tait Stevedoring Co., Inc., Arctic Bldg., Seattle, Wash. Nature of employer's business: Stevedoring. No. of workers employed: Approx. 100.

Name of employer: Alaska Terminal and Stevedoring Co., Pier 42, Seattle, Wash. Nature of employer's business: Stevedoring. No. of workers employed: Approx. 100.

7. Full name of party filing charge: Clarence Purnell.

8. Address of party filing charge: 232 - 23rd North, Apt. 304, Seattle, Washington. Telephone No. EA. 0607.

9. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL,
(Signature of representative or person making charge)

Date: September 21, 1949.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-E

Form NLRB-508 (1-49)

United States of America
National Labor Relations Board

SECOND AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 19-CB-38. Date filed 2-21-49; amended 9-21-49. Second amended: 11-30-50.

* * * * *

1. Labor organization or its agents against whom charge is brought: International Longshoremen's and Warehousemen's Union; Local 19, International Longshoremen's and Warehousemen's Union, 150 Golden Gate Avenue, San Francisco, California; 84 Union Street, Seattle, Washington.

The above-named organizations or its agents have engaged in and are engaging in unfair labor practices within the meaning of Section (8b) Subsections (1) (A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge:

The above-named labor organizations, by their officers, agents or representatives, have caused Waterfront Employers of Washington and other employers of longshoremen and dock workers to discriminate against their employees in violation of Section 8 (a) (3) by

(a) on or about December 17, 1948 and February 26, 1949, entering into contracts with Waterfront Employers of Washington which contain provisions granting preference in employment to members of the said labor organizations and requiring hiring exclusively through central hiring halls maintained and operated by the said labor organizations;

(b) since December 17, 1948, actively enforcing such preferential employment provisions;

(c) since on or about January 29, 1949, at all times refusing to dispatch Albert G. Crum from the central hiring hall in the Port of Seattle, because he was not a member in good standing; and

(d) since on or about February 3, 1949, at all times refusing to dispatch Clarence Purnell from the central hiring hall in the Port of Seattle, because he was not a member in good standing.

By the above acts, and by other acts and conduct, the above-named labor organizations restrained and coerced employees, and are restraining and coercing employees in the exercise of the rights guaranteed by Section 7 of the act.

3. Name of employer: Waterfront Employers of Washington.

4. Location of plant involved: Exchange Building, Seattle 4, Washington.

5. Nature of employer's business: Stevedoring.

6. No. of workers employed: 1400.

7. Full name of party filing charge: Clarence Purnell.

8. Address of party filing charge: 232 - 23rd North, Apartment 304, Seattle, Washington. Telephone No. EAst 0607.

9. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL,
(Signature of representative or person making charge)

Date: 11/30/50.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-G

Form NLRB 508 (10-20-47)

United States of America
National Labor Relations Board

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 19-CB-62. Date filed 6/14/49.

1. Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that International Longshoremen's and Warehousemen's Union, CIO, at Seattle, Washington, have engaged in and are engaging in unfair labor practices within the meaning of Section 8(b) subsections 1, 2, 5 of said Act; in that: (Recite in detail in paragraph 2 the basis of the charge. Be specific as to names, addresses, plants, dates, places, and other relevant facts).

2. Said union maintains a joint hiring hall with the employer by written contract executed about December 2, 1948 as interpreted and applied by the employer and said union. It is impossible to obtain employment as a longshoreman in Seattle, Wash., without membership in and authorization from the union. The union has refused to authorize undersigned's employment because undersigned has not paid a large fine levied against him by the union which fine does not constitute periodic dues or initiation fees uniformly required. Undersigned has been refused jobs solely upon the ground that the union will not authorize his employment.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said act.

3. Name of employer: Waterfront Employers of Washington of the Pacific Coast.

4. Location of plant involved: Exchange Building, Seattle, Wash. Employing 15,000 workers.

5. Nature of business: Stevedoring.

* * * * *

/s/ ALBERT G. CRUM,
104 Harrison St., Seattle, Wash.
(Signature of representative or person filing charge)

Subscribed and sworn to before me this 10th day of June, 1949, at Seattle, Wash., as true to the best of deponent's knowledge, information and belief.

[Seal] /s/ JOHN GEISNESS,
Notary Public

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-I

Form NLRB-508 (1-49)

United States of America
National Labor Relations Board

AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 19-CB-62. Date filed 6/14/49; amended: 12/1/50.

* * * * *

1. Labor organization or its agents against whom charge is brought: International Longshoremen's and Warehousemen's Union; and Local 19 Internal Longshoremen's and Warehousemen's Union, 150 Golden Gate, San Francisco 2, California; 84 Union Street, Seattle, Washington.

The above-named organizations or its agents have engaged in and are engaging in unfair labor practices within the meaning of Section (8b) Subsections (1) (A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge:

On or about February 26, 1949, Local 19, by its officers, agents, or representatives entered into an agreement with Waterfront Employers of Washington, whereby the latter and its member-employers became bound to hire dock workers only through a central hiring hall and to give preference in employment to members of Local 19.

Since the above date, the above-named labor organizations, by their officers, agents, or representatives have enforced the preferential hiring provisions of the above contract and of a Pacific Coast Longshore Agreement.

The above-named labor organizations, by their officers, agents, or representatives declined to dispatch as dock workers or longshoremen Albert G. Crum (commencing on or about January 29, 1949) and Clarence Purnell (commencing on or about February 3, 1949), from the central hiring hall in the Port of Seattle because they were not members in good standing, and thereby caused and are causing all employers of dock workers and longshoremen in the Seattle port area to discriminate in regard to hire against the aforesaid Crum and Purnell in violation of Section 8(a)(3) of the Act.

By the above acts, and by other acts and conduct, the above-named labor organizations restrained and coerced employees in the exercise of the rights guaranteed by Section 7 of the Act.

3. Name of employer: Waterfront Employers of Washington and Their Member-Employers.

4. * * * * *

5. Nature of employer's business: Shipping and stevedoring.

6. * * * * *

7. Full name of party filing charge: Albert G. Crum.

8. Address of party filing charge: 104 Harrison Street, Seattle, Washington.

9. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By ALBERT G. CRUM,
(Signature of representative or person making charge)

Date: November 30, 1950.

GENERAL COUNSEL EXHIBIT No. 1-J

NLRB 501 (10-20-47)

United States of America
National Labor Relations Board

CHARGE AGAINST EMPLOYER

Case No. 19-CA-220. Date filed 6/14/49.

1. Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that Waterfront Employers of Washington and of the Pacific Coast at Exchange Building, Seattle, Washington, employing 15,000 workers in stevedoring, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) subsections 1 and 2 and 3 of said Act; in that:

2. Employer contributes to support of a hiring hall of which only ILWU members have use. There is in effect a contract between said employer and said union dated about Dec. 2, 1948, under which employers give preference to ILWU members in employment. Undersigned has been denied use of

hiring hall and refused employment solely by reason of the fact that he has not been dispatched through said hiring hall. Undersigned was so discriminated against by reason of non-payment of a large penalty imposed upon him which did not constitute periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

* * * * *

6. Full name of labor organization, including local name and number, or person filing charge: Albert G. Crum, 104 Harrison Street, Seattle, Washington.

/s/ By ALBERT G. CRUM,
(Signature of representative or person filing charge)

Subscribed and sworn to before me this 10th day of June, 1949, at Seattle, Wash., as true to the best of deponent's knowledge, information and belief.

[Seal] /s/ JOHN GEISNESS,
Notary Public.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-L

Form NLRB-501 (12-49)

United States of America
National Labor Relations Board

AMENDED CHARGE AGAINST EMPLOYER

Case No. 19-CA-220. Date filed 6/14/49; amended 12/1/50.

* * * * *

1. Employer against whom charge is brought: Waterfront Employers of Washington and Their Member-Employers, Exchange Building, Seattle, Washington.

Nature of employer's business: Shipping and stevedoring.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a), Subsections (1) and (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge: The employer, by its officers, agents or representatives

(a) on or about February 26, 1949, entered into an agreement with Local 19, International Longshoremen's and Warehousemen's Union, whereby it and its member-employers became bound to hire dock workers only through a central hiring hall and to give preference in employment to members of said Local 19, and at all times since it and its mem-

ber-employers have observed the terms of the agreement, with resulting discrimination in regard to hire against applicants not members in good standing of said Local 19, including specifically the continuous refusal of it and its member-employers to employ Albert G. Crum and Clarence Purnell as dock workers or longshoremen since on or about January 29, 1949, and February 3, 1949, respectively, when Local 19 refused to dispatch them;

(b) has since on or about February 26, 1949, contributed financial support to the aforesaid Local 19 and to International Longshoremen's Warehousemen's Union by providing money to maintain the central hiring hall in Seattle;

(c) By the above acts and by other acts and conduct, the Employer has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

3. Full name of labor organization, including local name and number, or person filing charge: Albert G. Crum.

4. Address: 104 Harrison Street, Seattle, Washington. Telephone No. Alder 4873.

* * * * *

7. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By ALBERT G. CRUM,
(Signature of representative or person filing charge)

Date: Nov. 30, 1950.

GENERAL COUNSEL EXHIBIT No. 1-Y

Form NLRB-501 (12-48)

United States of America
National Labor Relations Board

CHARGE AGAINST EMPLOYER

Case No. 19-CA-229. Date filed 6/22/49.

* * * * *

1. Employer against whom charge is brought: Waterfront Employers of Washington, Exchange Building, Seattle, Washington.

Number of workers employed: Approx. 1400.

Nature of employer's business: Stevedoring.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge:

On or about December 6, 1948, the International Longshoremen's and Warehousemen's Union, herein called ILWU, made a contract with the Waterfront Employers of Washington, herein called WEW, on behalf of its members, including among others, Rothschild - International Stevedoring Company, Alaska Steamship Company and Luckenbach Steamship Company, Inc., wherein provision is made that preference in hiring of employees shall be given to members of ILWU and that WEW shall obtain all longshoremen through facilities of a hiring hall operated jointly by ILWU and WEW.

By executing said agreement, and since December 6, 1948, by complying with and requiring compliance with the terms of said agreement and conditioning the hire and tenure of employment on the terms of said agreement, ILWU, WEW, Rothschild-International Stevedoring Company, Alaska Steamship Company, and Luckenbach Steamship Company, Inc., have restrained and coerced employees of said employers generally and Clarence Purnell particularly in the exercise of rights guaranteed by Section 7 of the Act.

By the aforesaid acts and by other acts, WEW and said employers, have discriminated against Clarence Purnell in hire and tenure of employment to encourage membership in ILWU and discourage membership in any other labor organization, in violation of Section 8(a) (3) of the Act.

3. Full name of labor organization, including local name and number, or person filing charge: Clarence Purnell.

4. Address: 232 - 23rd North, Apt. 304, Seattle, Washington. Telephone No. EAst 0607.

* * * * *

7. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL,
(Signature of representative or person filing charge)

Date: June 22, 1949.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-AA

Form NLRB-501 (12-48)

United States of America
National Labor Relations Board

AMENDED CHARGE AGAINST EMPLOYER

Case No. 19-CA-229. Date filed 6/22/49; amended 9/21/49.

* * * * *

1. Employer against whom charge is brought: Waterfront Employers of Washington, Exchange Bldg., Seattle, Washington.

Number of workers employed: Approx 1400.

Nature of employer's business: Stevedoring.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge:

On or about December 17, 1948, the International Longshoremen's and Warehousemen's Union, herein called ILWU, made a contract with Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, and Waterfront Employers of Washington, on behalf of their members, including, among others, Rothschild - International Stevedoring Company, herein called Rothschild; Alaska Steamship Com-

pany, herein called Alaska Steamship; Luckenbach Steamship Company, Inc., herein called Luckenbach; Tait Stevedoring Co., Inc., herein called Tait; and Alaska Terminal and Stevedoring Co., herein called Alaska Stevedoring, to become effective December 6, 1948, wherein provision is made that preference in hiring of employees shall be given to members of ILWU, and that the above-mentioned employers shall obtain all longshoremen through facilities of hiring halls operated jointly by ILWU and the above-mentioned employers.

On or about February 26, 1949, Local 19, International Longshoremen's and Warehousemen's Union (also known as Seattle Local 19, International Longshoremen's and Warehousemen's Union), herein called Local 19, made a contract with the Waterfront Employers of Washington, herein called WEW, on behalf of its respective members, including, among others, Rothschild, Alaska Steamship, Luckenbach, Tait, and Alaska Stevedoring, wherein provision is made that preference in hiring of employees shall be given to members of Local 19 and that WEW and its members shall hire all dock workers through the central hiring hall maintained and operated jointly by ILWU and the Waterfront Employers Association of the Pacific Coast.

On or about March 9, 1949, Working, and Dispatching Rules for the Port of Seattle were agreed to by Local 19 and WEW, which were effective on and after March 11, 1949, and became a part of the above-mentioned agreement of December 17, 1948,

between ILWU and WEW and others, and the above-mentioned agreement of February 26, 1949 between Local 19 and WEW.

By executing said agreements, and since December 6, 1948, by complying with and requiring compliance with the terms of said agreements and conditioning the hire and tenure of employment on the terms of said agreements, ILWU, Local 19, WEW, Rothschild, Alaska Steamship, Luckenbach, Tait, and Alaska Stevedoring, have restrained and coerced employees of said employers generally and Clarence Purnell particularly in the exercise of rights guaranteed by Section 7 of the Act.

At all times since December 6, 1948, by common consent and agreement between ILWU or Local 19 or both and WEW, Rothschild, Luckenbach, Alaska Steamship, Tait, and Alaska Stevedoring, the said ILWU or Local 19 or both have operated the facilities of its hiring hall in Seattle, and in so operating said facilities have been permitted to give preference and have given preference to members, permit holders, and persons in active support of said ILWU or Local 19 or both.

On or about March 24, 1949, Rothschild, Alaska Steamship, Luckenbach, Tait, and Alaska Stevedoring refused to employ Clarence Purnell as a bull driver or maintainer because he had not been dispatched by the ILWU hiring hall.

By the aforesaid acts and by other acts, the said companies and associations have discriminated against Clarence Purnell in hire and tenure of employment to encourage membership in ILWU

and/or Local 19, and to discourage membership in other labor organizations, in violation of Section 8(a)(3) of the Act.

3. Full name of labor organization, including local name and number, or person filing charge: Clarence Purnell.

4. Address: 232 - 23rd North, Apt. 304, Seattle, Washington. Telephone No. EA. 0607.

* * * * *

7. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL
(Signature of representative or person filing charge)

Date: September 21, 1949.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-CC

Form NLRB-501 (12-49)

United States of America
National Labor Relations Board

SECOND AMENDED CHARGE AGAINST EMPLOYER

Case No. 19-CA-229. Date filed 6/22/49; amended 9/21/49; second amended 11/30/50.

* * * * *

1. Employer against whom charge is brought:

Waterfront Employers of Washington, Exchange Building, Seattle 4, Washington.

Number of workers employed: 1400.

Nature of employer's business: Stevedoring.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge:

The above-named employer, by its officers, agents or representatives, has in its employment practices discriminated against applicants who were not members in good standing of the International Longshoremen's and Warehousemen's Union or its Local 19 and has contributed unlawful financial and other support to said labor organization by

(a) on or about December 17, 1948, entering into a contract with the ILWU granting preference in employment to members of the ILWU and binding it and its employer-members to hire longshoremen only through central halls jointly maintained and operated by the ILWU, and to contribute money to the support of such halls;

(b) on or about February 26, 1949, entering into a contract with Local 19 granting preference in employment to members of Local 19 and binding it and its employer-members to hire dock workers only through a central hiring hall jointly maintained

and operated by ILWU and Local 19, and to contribute money to the support of such hall;

(c) since December 17, 1948, acquiescing and assenting to the enforcement of the preferential hiring provisions by the ILWU and Local 19 in the operation of the central hiring halls, and contributing money to their support;

(d) since on or about January 29, 1949, refusing to hire Albert G. Crum because the ILWU and Local 19 refused to dispatch him; and

(e) since on or about February 3, 1949, refusing to hire Clarence Purnell because the ILWU and Local 19 refused to dispatch him.

By the above acts and by other acts and conduct, the employer has interfered with, restrained and coerced its employees, and is interfering with, restraining and coercing its employees in the rights guaranteed them by Section 7 of the Act.

3. Full name of labor organization, including local name and number, or person filing charge: Clarence Purnell.

4. Address: 232 - 23rd North, Apartment 304, Seattle, Washington. Telephone No. EAst 0607.

* * * * *

7. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CLARENCE PURNELL,
Individual

Date: 11/30/50.

Affidavit of Service by Mail attached.

GENERAL COUNSEL EXHIBIT No. 1-VV

Case No. 19-CA-256

In the Matter of

ALASKA TERMINAL AND STEVEDORING CO., and CLARENCE PURNELL (an individual)

Case No. 19-CA-257

In the Matter of

TAIT STEVEDORING CO., INC., and CLARENCE PURNELL (an individual)

CONSOLIDATED COMPLAINT

It having been charged by Albert G. Crum, an individual, and/or by Clarence Purnell, an individual, that International Longshoremen's and Warehousemen's Union; Local 19, International Longshoremen's and Warehousemen's Union; Waterfront Employers of Washington; Alaska Steamship Company; Alaska Terminal and Stevedoring Co.; Luckenbach Steamship Company, Inc.; Rothschild International Stevedoring Company; and Tait Stevedoring Co., Inc., have engaged in and are engaging in certain unfair labor practices affecting commerce as set forth in the Labor Management Relations Act of 1947, 61 Stat. 136, herein called the Act, the General Counsel of the National Labor Relations Board on behalf of said Board, by the Regional Director for the Nineteenth Region, designated by the Board's Rules and Regulations, Se-

ries 5, as amended, Section 203.15, hereby issues this Consolidated Complaint and alleges as follows:

I.

Waterfront Employers of Washington, hereinafter called Respondent Association, is a non-profit corporation under the laws of the State of Washington, having its principal office in Seattle, Washington. Respondent Association offers membership to firms directly or indirectly engaged as employers of labor in commercial transportation or handling of goods by or over water, rail, truck, docks or warehouses. One of the purposes for which Respondent Association exists is to represent employer-members in collective bargaining relations with labor organizations representing longshoremen and other shore employees. Respondent Association, at all times hereinafter alleged, has had as employer-members, among others, Alaska Steamship Company, Alaska Terminal and Stevedoring Co., Luckenbach Steamship Company, Inc., and Rothschild-International Stevedoring Company.

II.

Respondent Association is, and at all times hereinafter alleged has been, an employer within the meaning of Section 2, subsection (2) of the Act.

III.

The employer-members of Respondent Association either operate ocean-going vessels engaged in

the transportation of passengers and freight (in which event they operate as instrumentalities of interstate and foreign commerce), or they perform stevedoring services for companies operating such vessels. During the twelve-months' period ending November 30, 1950, those employer-members of Respondent Association operating ocean-going vessels jointly realized from the transportation of freight and passengers revenue in excess of $1,000,000, of which more than 60% was realized from shipments or sailings between ports in one state of the United States and ports in another state of the United States or in foreign countries. During the same period, those employer-members of Respondent Association furnishing stevedoring services for steamship companies performed services valued in excess of $50,000 for companies operating vessels in interstate and foreign commerce.

IV.

Alaska Steamship Company, hereinafter called Respondent Alaska Steamship, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in the operation of at least fifteen vessels between ports in the United States and ports in Alaska or between ports along the Pacific Coast of the United States. During the twelve-months' period ending November 30, 1950, Respondent Alaska Steamship has realized from the transportation of freight and passengers in interstate commerce revenue in excess of $100,000.

V.

Alaska Terminal and Stevedoring Co., hereinafter called Respondent Alaska Terminal, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged in operating vessels in interstate and foreign commerce. During the twelve-months' period ending November 30, 1950, Respondent Alaska Terminal furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

VI.

Luckenbach Steamship Company, Inc., hereinafter called Respondent Luckenbach, is a Delaware corporation, having its principal office in Wilmington, Delaware. It is engaged in the operation of common carrier vessels between ports in the State of Washington and ports in other states of the United States and in foreign countries. During the twelve-months' period ending November 30, 1950, Respondent Luckenbach realized from the transportation of freight and passengers in interstate and foreign commerce revenue in excess of $100,000.

VII.

Rothschild-International Stevedoring Company, hereinafter called Respondent Rothschild, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged

in operating vessels in interstate and foreign commerce. During the twelve-months' period ending November 30, 1950, Respondent Rothschild furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

VIII.

Tait Stevedoring Co., Inc., hereinafter called Respondent Tait, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged in operating vessels in interstate and foreign commerce. During the twelve-months' period ending November 30, 1950, Respondent Tait furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

IX.

International Longshoremen's and Warehousemen's Union, hereinafter called Respondent ILWU, and Local 19, International Longshoremen's and Warehousemen's Union, hereinafter called Respondent Local 19, are, and at all times hereinafter mentioned have been, labor organizations within the meaning of Section 2, Subsection (5) of the Act.

X.

On or about December 17, 1948, Respondent Association, on behalf of its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent ILWU entered into an agreement known as the Pacific Coast Longshore Agreement which contains

the following provision according preference in employment for longshore work to members of Respondent ILWU:

Section 7 (d) Preference:

Preference of employment shall be given to members of the International Longshoremen's and Warehousemen's Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs.

XI.

On or about February 26, 1949, Respondent Association, on behalf of its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent Local 19 entered into an agreement entitled Dock Workers' Agreement For Port of Seattle which contains the following provision according preference for dock work to members of Respondent Local 19:

Section 8 (c) Preference:

Preference of employment shall be given to members of the Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs.

XII.

At all times since December 17, 1948,

(a) employer Respondents Association, Alaska Steamship, Alaska Terminal, Luckenbach, Rothschild, and Tait, and Respondent ILWU and Respondent Local 19 have contributed money to the

support and operation of a central hiring hall for longshoremen and dock workers in the Port of Seattle, Washington;

(b) all employers of longshoremen and dock workers in the Seattle port area have procured longshoremen and dock workers only through this central hiring hall;

(c) Respondent Association and its employer-members, including Alaska Steamship, Alaska Terminal, Luckenbach, and Rothschild, and Respondent Tait have by contract or otherwise acquiesced in and assented to a practice wherein Respondent ILWU and Respondent Local 19 have been permitted to exercise control over the selection of persons dispatched or to be dispatched from the central hiring hall in the Port of Seattle; and

(d) in the operation of the central hiring hall in the Port of Seattle, members of Respondent ILWU and members of Respondent Local 19 have been accorded preference of employment at longshore work and dock work over applicants not members in good standing of either of said labor organizations.

XIII.

Beginning on or about January 29, 1949, Respondent ILWU and Respondent Local 19, refused, and at all times thereafter have continued to refuse, to dispatch from the central hiring hall in the Port of Seattle one Albert G. Crum, a Seattle longshoreman, to available longshore or dock jobs which he was seeking and for which he was quali-

fied, because he was not a member in good standing of Respondent ILWU and Respondent Local 19.

XIV.

Beginning on or about February 3, 1949, Respondent ILWU and Respondent Local 19 further refused, and at all times thereafter have continued to refuse, to dispatch from the central hiring hall in the Port of Seattle one Clarence Purnell, another Seattle longshoreman, to available longshore or dock jobs which he was seeking and for which he was qualified, because he was not a member in good standing of Respondent ILWU and Respondent Local 19.

XV.

As a result of the actions of Respondent ILWU and Respondent Local 19, referred to in paragraphs XIII and XIV, above, Albert G. Crum and Clarence Purnell have been denied employment as longshoremen and dock workers by the employer-members of the Respondent Association, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and by all other employers of longshoremen and dock workers in the Seattle port area, including Respondent Tait.

XVI.

The preferential employment provisions contained in the Pacific Coast Longshore Agreement, as described in paragraph X, above, and in the February 26, 1949, agreement between Respondent Association and Respondent Local 19, as described

in paragraph XI, above, and any renewals or continuations of either, are illegal and void because they impose conditions upon employment more restrictive than those permissible under Section 8(a) (3) of the Act.

XVII.

By entering into the Dock Workers' contract referred to in paragraph XI, above, containing as it does an unlawful preferential employment provision; by actively participating in the enforcement of such provision as set forth and described in paragraph XII, above; and by refusing to dispatch Albert G. Crum and Clarence Purnell, as described in paragraphs XIII and XIV, above, Respondent ILWU and Respondent Local 19 have caused employers to discriminate, and are now causing them to discriminate, against their employees in regard to hire or tenure of employment, and to encourage membership in Respondent ILWU and Respondent Local 19 in violation of Section 8(a) (3) of the Act, and thereby Respondent ILWU and Respondent Local 19 have engaged in, and are now engaging in, unfair labor practices within the meaning of Section 8(b) (2) of the Act.

XVIII.

By all the acts of Respondent ILWU and Respondent Local 19, as set forth and described in paragraphs XI through XIV, inclusive, and by each of said acts, Respondent ILWU and Respondent Local 19 have restrained and coerced employees in the exercise of the rights guaranteed in Section 7

of the Act, and by all of said acts and by each of them, Respondent ILWU and Respondent Local 19 have engaged in, and are now engaging in, unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

XIX.

By entering into the contracts referred to in paragraphs X and XI, above, containing as they do unlawful provisions giving preference in employment to members of Respondent ILWU and Respondent Local 19; and by acquiescing in and assenting to a hiring hall arrangement, as set forth and described in paragraph XII, above, whereby longshoremen and dock workers were hired only through a central hiring hall, and whereby Respondent ILWU and Respondent Local 19 were placed in a position to determine who might be dispatched and were allowed to actively enforce the preferential employment provisions described in paragraphs X and XI, above, in the course of which control, they refused to dispatch Albert G. Crum and Clarence Purnell as described in paragraphs XIII and XIV, above, Respondent Association and its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, interfered with, restrained and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act, and have discriminated, and now are discriminating, against their employees in regard to hire or tenure of employment, and thus encouraged, and

now are encouraging membership in Respondent ILWU and Respondent Local 19, and thereby engaged in, and are thereby engaging in, unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act.

XX.

By entering into the contracts referred to in paragraphs X and XI, above, wherein preference in employment was granted to members of Respondent ILWU and Respondent Local 19, and by contributing financial support to a central hiring hall operating discriminatorily in favor of members of Respondent ILWU and Respondent Local 19, as set forth and described in paragraph XII, above, Respondent Association and its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach, and Rothschild, have contributed unlawful support to said labor organizations, and thereby engaged in, and are thereby engaging in unfair labor practices within the meaning of Section 8 (a) (2) of the Act.

XXI.

By acquiescing in and assenting to a hiring hall arrangement, as set forth and described in paragraph XII, above, whereby longshoremen and dock workers were hired only through a central hiring hall, and whereby Respondent ILWU and Respondent Local 19 were placed in a position to determine who might be dispatched, and were allowed to give preference in employment to their members,

in the course of which control they refused to dispatch Albert G. Crum and Clarence Purnell as described in paragraphs XIII and XIV, above, Respondent Tait interfered with, restrained and coerced its employees in the exercise of the rights guaranted in Section 7 of the Act, and has discriminated, and now is discriminating, against its employees in regard to hire or tenure of employment, and thus encouraged, and now is encouraging membership in Respondent ILWU and Respondent Local 19, and thereby has engaged in, and is thereby engaging in, unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act.

XXII.

By contributing financial support to a hiring hall operating discriminatorily in favor of members of Respondent ILWU and Respondent Local 19, as set forth and described in paragraph XII, above, Respondent Tait has contributed unlawful support to Respondent ILWU and Respondent Local 19, and thereby engaged in, and is thereby engaging in unfair labor practices within the meaning of Section 8 (a) (2) of the Act.

XXIII.

The activities of Respondent ILWU, Respondent Local 19, Respondent Association, and its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent Tait, as set forth and described in para-

graphs X through XV, inclusive, occurring in connection with the operations of Respondent Association and its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent Tait, as described in paragraphs II through VIII, inclusive, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states of the United States and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

XXIV.

The aforesaid acts of Respondent ILWU, Respondent Local 19, Respondent Association and its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent Tait, as set forth and described in paragraphs X through XV, inclusive, constitute unfair labor practices affecting commerce within the meaning of Section 8 (b) (1) (A) and (2) and Section 8 (a) (1) (2) and (3), and Section 2 (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, on this 1st day of December, 1950, issues this Consolidated Complaint against International Longshoremen's and Warehousemen's Union; Local 19, International Longshoremen's and Warehousemen's Union; Waterfront Employers of Washington and

its employer-members; Alaska Steamship Company; Alaska Terminal and Stevedoring Company; Luckenbach Steamship Company, Inc.; Rothschild-International Stevedoring Company; and Tait Stevedoring Co., Inc., the Respondents herein.

[Seal] /s/ THOMAS P. GRAHAM, JR.,
Regional Director, Nineteenth Region, National Labor Relations Board.

GENERAL COUNSEL EXHIBIT No. 1-YY

United States of America
Before the National Labor Relations Board
Nineteenth Region

Case No. 19-CB-38—Case No. 19-CB-62

In the Matter of INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and CLARENCE PURNELL (an individual) and ALBERT G. CRUM (an individual).

Case No. 19-CA-220—Case No. 19-CA-229

In the Matter of WATERFRONT EMPLOYERS OF WASHINGTON AND ITS EMPLOYER-MEMBERS and ALBERT G. CRUM (an individual) and CLARENCE PURNELL (an individual).

Case No. 19-CA-227

In the Matter of LUCKENBACH STEAMSHIP COMPANY, INC., and CLARENCE PURNELL (an individual).

Case No. 19-CA-228

In the Matter of ALASKA STEAMSHIP COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-230

In the Matter of ROTHSCHILD-INTERNATIONAL STEVEDORING COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-256

In the Matter of ALASKA TERMINAL AND STEVEDORING CO. and CLARENCE PURNELL (an individual)

Case No. 19-CA-257

In the Matter of TAIT STEVEDORING CO., INC., and CLARENCE PURNELL (an individual).

ANSWER OF WATERFRONT EMPLOYERS OF WASHINGTON

Comes now the respondent Waterfront Employers of Washington and for answer to the complaint admits, denies and alleges as follows:

1.

Admits the allegations of the first, third and fourth sentences of Paragraph I, admits that Respondent Association offers membership to some firms directly or indirectly engaged in commercial transportation or handling of goods by or over water, rail, truck, docks, or warehouses, and denies each and every other allegation contained in said Paragraph I.

2.

Denies each and every allegation contained in Paragraph II of the complaint.

3.

Admits the allegations contained in the second and third sentences of Paragraph III of the complaint, and admits that some employer-members of Respondent Association operate ocean-going vessels engaged in the transportation of passengers and freight and some employer-members of Respondent Association perform stevedoring services for companies operating such vessels, and denies each and every further allegation of said Paragraph III.

4.

This respondent is without knowledge of the allegations contained in Paragraph IV through VIII, both inclusive, of the complaint.

5.

Admits the allegations of Paragraph IX of the complaint.

6.

Denies the allegations of Paragraph X of the complaint, except that this respondent admits that on or about December 17, 1948, tentative agreement was reached between Waterfront Employers Association of the Pacific Coast and Respondent ILWU on a so-called Pacific Coast Longshore Agreement, which agreement has never been signed, and which agreement contained a section numbered 7(d), a portion of which section is correctly quoted in Paragraph X of the complaint.

7.

Admits that on or about February 26, 1949, Respondent Association, on behalf of its employer-members, including Respondents Alaska Steamship, Alaska Terminal, Luckenbach and Rothschild, and Respondent Local 19 entered into an agreement entitled Dock Workers Agreement for Port of Seattle which contains a section numbered 8(c), a portion of which section is correctly quoted in Paragraph XI of the complaint, and denies each and every further allegation of said Paragraph XI.

8.

Denies each and every allegation contained in Paragraphs XII through XXIV, both inclusive, of the complaint.

9.

The Post Office address of this respondent is 1608 Exchange Building, Seattle 4, Washington, and for the purpose of these proceedings is in care

of Edward G. Dobrin, 603 Central Building, Seattle 4, Washington.

Wherefore, it is prayed that the complaint herein be dismissed.

WATERFRONT EMPLOYERS OF WASHINGTON
/s/ By EDWARD G. DOBRIN,
/s/ J. TYLER HULL,
Its Attorneys

United States of America,
Western District of Washington,
County of King—ss.

Edward G. Dobrin, being first duly sworn on oath, deposes and says:

That he is the duly authorized attorney for the respondent Waterfront Employers of Washington, and has signed the foregoing Answer by authority for and on behalf of said respondent; that he has read the above Answer and that the statements therein are true to the best of his knowledge and belief.

/s/ EDWARD G. DOBRIN

Subscribed and sworn to before me this 11th day of December, 1950.

[Seal] /s/ WALTER B. WILLIAMS,
Notary Public in and for the State of Washington, residing at Seattle.

GENERAL COUNSEL EXHIBIT No. 1-XX

[Title of Board and Causes.]

ANSWER OF INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, LOCAL 19

Comes now International Longshoremen's and Warehousemen's Union, Local 19, by and through its authorized Agent, Arthur O. Olsen, who is Secretary-Treasurer of said Union, and generally denies all of the allegations of the Complaints herein, and respectfully reserves its right to assert such defenses as shall be required by the production of proof, if any, in the foregoing action.

Wherefore, It is prayed that the Complaints herein be dismissed.

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, Local 19,
/s/ By ARTHUR O. OLSEN,
ZABEL & POTH,
/s/ By PHILIP J. POTH,
Its Attorneys.

United States of America,
Western District of Washington,
County of King—ss.

Arthur O. Olsen, being first duly sworn, on oath deposes and says:

That he is the duly authorized Agent of International Longshoremen's and Warehousemen's

Union, Local 19, being Secretary-Treasurer of said Union; that he has read the foregoing Answer, knows the contents thereof, and that the statements therein are true to the best of his belief and knowledge.

ARTHUR O. OLSEN

Subscribed and sworn to before me this 12th day of December, 1950.

[Seal] /s/ PHILIP J. POTH,
Notary Public in and for the State of Washington, residing at Seattle.

GENERAL COUNSEL EXHIBIT No. 1-EEE

MOTIONS OF RESPONDENT WATERFRONT EMPLOYERS OF WASHINGTON TO STRIKE PORTIONS OF THE COMPLAINT, OR TO MAKE THE COMPLAINT MORE DEFINITE AND CERTAIN, AND/OR TO PERMIT THE FILING OF ADDITIONAL ANSWER

Comes now the respondent Waterfront Employers of Washington, a corporation, and moves for an order striking certain portions of the complaint, or alternatively for an order making the complaint more definite and certain, and/or alternatively for an order permitting the filing of additional answer, as follows:

I.

This respondent moves for an order striking from the complaint the following portions theretof:

1. The words "And Its Employer-Members" from the caption of Cases Nos. 19-CA-220 and 19-CA-229 on the first page of the complaint;

2. Paragraph III of the complaint in its entirety;

3. The words "its employer-members, including" from lines 1 and 2 of subparagraph (c) of Paragraph XII on page 6 of the complaint;

4. The words "the employer-members of the respondent Association, including" from lines 3 and 4 of Paragraph XV on page 7 of the complaint;

5. The words "its employer-members, including" from line 11 of Paragraph XIX on page 8 of the complaint;

6. The words "its employer-members, including" from line 6 of Paragraph XX on page 9 of the complaint;

7. The words "its employer-members, including" from line 2 of Paragraph XXIII on page 9 of the complaint;

8. The words "its employer-members, including" from line 5 of Paragraph XXIII on page 10 of the complaint;

9. The words "its employer-members, including" from line 2 of Paragraph XXIV on page 10 of the complaint;

10. The words "and its employer-members" from line 5 of the last paragraph of the complaint appearing on page 10 of said complaint;

said motions to strike the aforesaid portions of the complaint being upon the ground and for the reason

that, as is affirmatively alleged in the complaint, this respondent is a corporation, and as such is a separate and distinct entity from its so-called "employer-members," and that none of the employer-members of said respondent, other than those individually and specifically named in the complaint, have been made parties to these proceedings by the filing against or service upon them, or any of them, of charges, or by the issuance or service of a copy of this complaint or any complaint upon them, or any of them, and no jurisdiction has been acquired over them, or any of them, for the purposes of these proceedings.

II.

Without waiving the foregoing motion to strike, and only in the event the aforesaid motion is denied, this respondent moves for an order requiring that the complaint be made more definite and certain by specifying in detail the individuals, persons or firms included in the term "employer-members" of this respondent as said term is used in the complaint herein.

III.

Without waiving either the foregoing motion to strike or the foregoing motion to make more definite and certain, and only in the event the aforesaid motion to strike is denied, this respondent moves for an order permitting the filing of additional answer by or on behalf of its employer-members, or any of them, within an appropriate time of the denial of the aforesaid motion to strike.

Dated at Seattle, Washington, this 11th day of December, 1950.

/s/ BOGLE, BOGLE & GATES
/s/ EDWARD G. DOBRIN
/s/ J. TYLER HULL
Attorneys for Respondent Waterfront Employers of Washington.

GENERAL COUNSEL EXHIBIT No. 1-III

[Title of Board and Causes.]

AMENDMENT TO ANSWER OF WATERFRONT EMPLOYER'S OF WASHINGTON

Comes now the respondent Waterfront Employers of Washington and amends its Answer, heretofore filed herein, in the following manner, to-wit: by deleting from its said Answer Paragraph 6 thereof and by incorporating in said Answer the following paragraph as Paragraph 6 thereof:

6.

Denies the allegations of Paragraph X of the complaint, except that this respondent admits that on or about December 17, 1948, tentative agreement was reached between Waterfront Employers Association of the Pacific Coast and Respondent ILWU on a so-called Pacific Coast Longshore Agreement, that negotiations continued on some phases of the said agreement at various times during the year 1949, and that the said agreement was formally signed on or about February 7, 1950, by representa-

tives of the Pacific Maritime Association and the Respondent ILWU, and that said agreement contains a section numbered 7(d), a portion of which section is correctly quoted in Paragraph X of the complaint.

WATERFRONT EMPLOYERS OF WASHINGTON,
/s/ By EDWARD G. DOBRIN,
/s/ J. TYLER HULL,
Its Attorneys

ILWU EXHIBIT No. 2

[Title of Board and Causes.]

ANSWER OF RESPONDENT INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION

Comes now respondent International Longshoremen's and Warehousemen's Union and answers the Consolidated Complaint herein, as follows:

I.

Respondent has no knowledge respecting the allegations of Paragraph I, and basing its Answer on such lack of knowledge, denies said allegations.

II.

Basing its answer on information and belief, this respondent denies the allegations of Paragraph II.

III.

Respondent is without knowledge as to the al-

legations of Paragraphs III, IV, V, VI, VII and VIII of the Complaint, and basing its Answer on such lack of knowledge, denies said allegations.

IV.

Admits the allegations of Paragraph IX that the International Longshoremen's and Warehousemen's Union is a labor organization within the meaning of Section II, Subsection 5 of the Act.

V.

Denies the allegations of Paragraph X of the Complaint, except that this respondent admits that on or about December 17, 1948, tentative agreement was reached between the Waterfront Employers' Association of the Pacific Coast and officers and members of respondent on a so-called Pacific Coast Longshore Agreement, that said agreement was formally signed on or about February 7, 1950, by representatives of the Pacific Maritime Association and officers and members of this respondent, and that said agreement contains a section numbered 7 (d), a portion of which section is correctly quoted in paragraph X of the Complaint.

VI.

This respondent has no knowledge regarding the allegations of Paragraph XI of the complaint, and basing its Answer on such lack of knowledge, denies said allegations.

VII.

This respondent denies the allegations of Paragraph XII of the Complaint. This respondent af-

firmatively denies that it has contributed money to the support and operation of a central hiring hall for longshoremen and dock workers in the Port of Seattle, Washington. As to the remaining allegations of the Paragraph, this respondent's denial is based upon its lack of knowledge of the matters therein alleged, except that it is informed and believes, and on such information and belief alleges that members of respondent Local 19 and of this respondent have not been accorded preference of employment at longshore work and dock work over applicants not members in good standing of either of said respondents.

This respondent affirmatively alleges that control over the selection of persons dispatched or to be dispatched from the central hiring hall in the Port of Seattle has been exercised by a port Labor Relations Committee of the Port of Seattle, an organization composed of representatives of the Pacific Maritime Association, and members of respondent Local 19. It is further alleged that no representative of this respondent exercises any control over the said selection of persons.

VIII.

This respondent denies the allegations of Paragraph XIII of the Complaint. As to the allegations therein, regarding this respondent, this denial is based upon the knowledge of this respondent. As to the remaining allegations, this respondent's denial is based upon information and belief. Respondent affirmatively alleges that this respondent is informed

and believes, and on such information and belief alleges that Albert G. Crum is not and at all times mentioned in the Complaint, was not a Seattle longshoreman, seeking longshore or dock jobs which were available, and for which he was qualified.

IX.

This respondent denies the allegations of Paragraph XIV of the Complaint. As to the allegations therein regarding this respondent, this denial is based upon the knowledge of this respondent; this respondent is informed and believes and on such information and belief alleges that Clarence Purnell is not, and at all times mentioned in the Complaint was not a Seattle longshoreman, seeking longshore or dock jobs which were available, and for which he was qualified.

X.

Denies the allegations of Paragraphs XV and XVI of the Complaint.

XI.

Denies the allegations of Paragraph XVII of the Complaint. Insofar as the said Paragraph alleges that this respondent participated in the enforcement of the said provisions set forth and described in Paragraph XII, and refused to dispatch Crum and Purnell as described in the Complaint, this respondent's denial is based upon its own knowledge. Insofar as the said Paragraph XVII alleges that respondent Local 19 participated in the enforcement of the said provisions set forth in Paragraph XII of the Complaint, and refused to

dispatch Crum and Purnell as described in the Complaint, this respondent's denial is based upon information and belief.

This respondent affirmatively alleges that any acts by which this respondent may have encouraged membership in this respondent or respondent Local 19, are not violations of Section 8 (a)(3) of the Act.

XII.

Denies the allegations of Paragraph XVII of the Complaint. As to the allegations regarding this respondent, said denial is based upon this respondent's own knowledge; as to the allegations regarding respondent Local 19, said denial is based upon information and belief.

XIII.

Denies the allegations of Paragraph XIX of the Complaint. Insofar as the said Paragraph alleges acts of this respondent, said denial is based upon this respondent's own knowledge; with regard to the remaining allegations of said Paragraph, this denial is based upon information and belief.

XIV.

Denies the allegations of Paragraph XX of the Complaint.

XV.

Denies the allegations of Paragraphs XXI, XXII, XXIII and XXIV of the Complaint. Insofar as the Paragraph alleges actions of this respondent, said denial is based upon this respondent's own knowledge; insofar as said Paragraph alleges the acts of

other respondent's, said denial is based upon information and belief.

Wherefore, this respondent prays that the Complaint herein be dismissed.

/s/ BILL GETTINGS,

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, Regional Director. By: Gladstein, Andersen and Leonard, Lloyd E. McMurray, Its Attorneys.

[Title of Board and Causes.]

INTERMEDIATE REPORT

Robert E. Tillman, Esq., for the General Counsel. Bassett & Geisness, by John Geisness, Esq., of Seattle, Wash., for the Complainants. Bogle, Bogle & Gates, by Edward G. Dobrin and J. Tyler Hull, Esq., of Seattle, Wash., for the Employer Respondents and W.E.W. Philip J. Poth, Esq., of Seattle, Wash., for Respondent Local 19. Gladstein, Andersen & Leonard, by Lloyd E. McMurray, Esq., of San Francisco, Calif., and Mr. Bill Gettings, of Seattle, Wash., for Respondent ILWU.

Before: Thomas S. Wilson, Trial Examiner.

Statement of the Case

Upon innumerable charges and amended charges filed at various times between February 21, 1949, and December 1, 1950, by Clarence Purnell and Al-

bert G. Crum, individuals, hereinafter referred to as the Complainants, the General Counsel of the National Labor Relations Board[1] by the Regional Director for the Nineteenth Region, (Seattle, Washington), issued a consolidated complaint dated December 1, 1950, against International Longshoremen's and Warehousemen's Union, hereinafter referred to as ILWU; Local 19, International Longshoremen's and Warehousemen's Union, hereinafter referred to as Local 19; Waterfront Employers of Washington and its Employer-Members, hereinafter referred to collectively as W.E.W.; and Luckenbach Steamship Company, Inc., Alaska Steamship Company, Rothschild-International Stevedoring Company, Alaska Terminal and Stevedoring Co., and Tait Stevedoring Co., Inc., hereinafter referred to as the Employer Respondents; alleging that the Employer Respondents and Respondent W.E.W., had engaged in, and were engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (3) and that the Respondent Unions had engaged in, and were engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (b) (2) and (b) (1) (A) and Section 2 (6) and (7) of the Labor Management Relations Act, 61 Stat. 136, herein called the Act.

Copies of the complaint, the numerous charges and amended charges, and notice of hearing were

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[1] Hereinafter referred to as General Counsel and the Board respectively. The term General Counsel will also include the counsel for the General Counsel appearing at the hearing.

duly served upon the W.E.W., Employer Respondents, ILWU, and Local 19.

With respect to the alleged unfair labor practices against the W.E.W. and the Employer Respondents, the complaint alleged, in substance, that: (1) By entering into two contracts known as the Pacific Coast Longshore Agreement and Dock Workers' Agreement for Port of Seattle, respectively, with the Respondent Unions containing allegedly, illegal preference in employment clauses and by acquiescing in and assenting to a hiring hall arrangement whereby the Respondent Unions were placed in a position to, and did, actively enforce the preferential employment provisions of said contracts by refusing to dispatch the individual Complainants, all the Employer Respondents and W.E.W. engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act, and (2) by entering into the same contracts and by contributing financial support to a central hiring hall operated discriminatorily in favor of members of the Union, Respondent W.E.W. and the Employer Respondents violated Section 8 (a) (2) of the Act.

With respect to the unfair labor practices charged against the Respondent Unions, the complaint alleged, in substance, that: (1) By entering into the Dock Workers' Agreement for Port of Seattle containing unlawful preferential employment provisions and by actively participating in the enforcement of that provision and a similar provision in the Pacific Coast Longshore Agreement by refusing to dispatch Clarence Purnell and Albert G. Crum,

the Respondent Unions, and each of them engaged in, and are engaging in, unfair labor practices within the meaning of Section 8 (b) (2) and 8 (b) (1) (A) of the Act.

Thereafter, each of the afore-mentioned Respondents filed answers admitting certain allegations of the complaint but denying that they, or any of them, had engaged in, or were engaging in, any unfair labor practices.

Pursuant to notice, a hearing was held in Seattle, Washington, on December 18, 1950,[2] and from January 3 to and including January 9, 1951, before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel and each of the Respondents were represented by counsel and actively participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the hearing each of the Respondents renewed numerous motions previously denied to dismiss the complaint for various reasons. These motions were taken under advisement and are disposed of herein. The parties waived oral argument at the hearing but briefs have been received, and considered, from all parties except Local 19.

After the close of the hearing, the General Counsel and counsel for the various Employer Respondents each moved to have the transcript corrected.

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[2] On this date the hearing was recessed until January 3, 1951, because of the excusable inability of ILWU to be represented at that time.

There having been no objections to the proposed corrections, the undersigned hereby orders the proposed corrections of the General Counsel marked as TX Exhibit 2 and those of Employer Respondents' counsel marked as TX Exhibit 3, admitted in evidence and the transcript corrected in accordance therewith.

Upon the entire record in the case, and from his observation of the witnesses, the undersigned makes the following:

Findings of Fact

I. The business of W.E.W. and its Employer-Members; and of the Respondent Employers

Waterfront Employers of Washington, W.E.W., is a nonprofit corporation under the laws of the State of Washington, having its principal office in Seattle, Washington. Firms directly or indirectly engaged as employers of labor in commercial transportation or handling of goods by or over water, rail, truck, docks, or warehouses are members of W.E.W. One of the purposes for which W.E.W. exists is to represent its Employer-Members in collective bargaining relations with labor organizations representing longshoremen and other shore employees. W.E.W. at all times material here, has had as Employer-Members, among others, Alaska Steamship Company, Alaska Terminal and Stevedoring Co., Luckenbach Steamship Company, Inc., and Rothschild-International Stevedoring Company. Employer-Members of W.E.W. either operate ocean-

going vessels engaged in the transportation of passengers and freight or perform stevedoring services for companies operating such vessels. During the 12-month period ending November 30, 1950, the Employer-Members of W.E.W. operating oceangoing vessels jointly realized from the transportation of freight and passengers revenue in excess of $1,000,000 of which more than 60 percent was realized from shipments between ports in one State of the United States and ports in another State of the United States or in foreign countries. During the same period the Employer-Members of W.E.W., furnishing stevedoring services for steamship companies, performed services valued in excess of $50,000 for companies operating vessels in interstate and foreign commerce.

In its answer W.E.W. denied that it was an employer within the meaning of Section 2 (2) of the Act. However, among other things, the evidence established that W.E.W. negotiated collective bargaining agreements for its members, on occasions allocated the employees among the various member-companies, acted as the paymaster and on the Federal withholding tax statements listed itself as the employer of the longshoremen. Therefore the undersigned finds that W.E.W. is the employer within the meaning of the Act.

Alaska Steamship Company, hereinafter referred to as Alaska Steam, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in the operation of vessels between ports in the United States and ports in

Alaska or between ports along the Pacific Coast of the United States. During the 12-month period ending November 30, 1950, Alaska Steam has realized from the transportation of freight and passengers in interstate commerce revenue in excess of $100,000.

Alaska Terminal and Stevedoring Co., hereinafter called Alaska Terminal, is a Washington corporation having its principal office in the city of Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged in operating vessels in interstate and foreign commerce. During the 12-month period ending November 30, 1950, Alaska Terminal furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

Luckenbach Steamship Company, Inc., hereinafter called Luckenbach, is a Delaware corporation having its principal office in New York City. It is engaged in the operation of common carrier vessels between ports in the State of Washington and ports in other States of the United States and in foreign countries. During the 12-month period ending November 30, 1950, Luckenbach realized for the transportation of freight and passengers in interstate and foreign commerce revenue in excess of $100,000.

Rothschild-International Stevedoring Company, hereinafter called Rothschild, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged in operating vessels in interstate and foreign commerce. During the 12-month period ending November 30, 1950, Roths-

child furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

Tait Stevedoring Co., Inc., hereinafter called Tait, is a Washington corporation having its principal office in Seattle, Washington, where it is engaged in furnishing stevedoring services to companies engaged in operating vessels in interstate and foreign commerce. During the 12-month period ending November 30, 1950, Tait furnished services valued in excess of $50,000 to employers operating vessels in interstate and foreign commerce.

The undersigned finds that each of the Respondents above mentioned is engaged in interstate commerce within the meaning of the Act.

II. The Respondent labor organizations

International Longshoremen's and Warehousemen's Union and Local 19, International Longshoremen's and Warehousemen's Union are, and at all times material herein have been, labor organizations admitting into membership longshoremen employed by the other Respondents. Local 19 is affiliated with ILWU.

The undersigned finds that each of these Respondent Unions is a labor organization within the meaning of the Act.

III. The unfair labor practices

A. The execution of the agreements.

The 96-day water-front strike in 1948 on the Pa-

cific Coast ended shortly after December 6, 1948, when the various parties involved reached agreements among themselves. One of these agreements known as the Pacific Coast Longshore Agreement, hereinafter referred to as the Coast Agreement, was between ILWU and Waterfront Employers Association of the Pacific Coast, subsequently succeeded by Pacific Maritime Association, hereafter referred to as PMA, on behalf of various water-front employers associations including Waterfront Employers of Washington. This agreement bears date of December 6, 1948, when by its own terms it became effective. But the parties did not formally sign it until some subsequent date,[3] although they initialed it on December 17, and have acted in accordance with its terms ever since the return to work. Although W.E.W. had authorized the negotiation of this contract, it did not participate therein. After its negotiation, W.E.W. ratified it.

The preamble of the Coast Agreement reads as follows:

This Agreement, dated December 6, 1948, by and between the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, Waterfront Employers of Washington, hereinafter designated as the Employers on behalf of their respective members, and the International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union.

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[3] This date does not appear in the instant record.

Thereafter follow multitudinous provisions covering the range of labor relations but, fortunately, only a few of these provisions are of interest to us here.

Section 7 of the Coast Agreement provides for the establishment of hiring halls in each port, their joint operation and maintenance through a Port Labor Relations Committee composed of an equal number of representatives of the local Employers Association and the "Union," and the selection of the chief dispatcher by a vote of the "Union," such chief dispatcher to qualify under standards set by the Port Labor Relations Committee and to work under the rules and regulations promulgated for that purpose by said committee. The agreement also provides that "the Union" and the local Employer Association are to defray the expenses of the operation and maintenance of these halls equally.

Subsection (d) of section 7, however, provides as follows:

(d) Preference.

Preference of employment shall be given to members of the International Longshoremen's and Warehousemen's Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This section shall not deprive the Employers' members of the Labor Relations Committees of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

This Coast Agreement was supplemented by an agreement known as the "Dock Workers' Agreement for Port of Seattle," hereinafter referred to as the Dock Agreement, between W.E.W. and Local 19 which was executed by these parties on February 26, 1948, and has been at all times thereafter in full force and effect.[4]

This Dock Agreement also provides for the establishment of a central hiring hall from which all dock workers are to be dispatched to work opportunities in almost identical language to that of section 7 of the Coast Agreement relating to the dispatch of longshoremen. This hall likewise was to be jointly operated, maintained, and paid for by the parties and supervised by the Port Labor Relations Committee with a dispatcher similarly selected by Local 19, subject to standards provided by the Port Labor Relations Committee. Section 8 (c) of this Dock Agreement provides as follows:

(c) Preference.

Preference of employment shall be given to members of the Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This Section shall not deprive the Employers' members of the Port Labor Relations Committee of the right to object to unsatisfactory men (giving reasons there-

[4] Roughly the line between longshore and dock work is that longshore work consists of the movement of cargo between ship and dock while dock work constitutes the movement to and from the dock either preparatory to loading cargo on the ship or for delivery to the consignee.

for) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

In actual fact in the Port of Seattle, at least, all dock workers and longshoremen were, and are, being dispatched from the same hiring hall by the same dispatcher. The Port Labor Relations Committee in Seattle was and is composed of an equal number of representatives of W.E.W. and Local 19, and the cost of the maintenance and operation of the hall is paid for by equal contributions from W.E.W. and from Local 19.[5]

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[5] On the Employers' side the expenses of the hiring hall are paid for as follows: PMA now collects from its member-companies a sum of money determined both by the tonnage and the man-hour bases and deposits a part of that fund to the account of W.E.W., which in turn deposits the Employers' share of the expense to the account of the Port Labor Relations Committee which, in fact, pays the bills. PMA not having been in existence at the time of the negotiation of the Coast contract is, therefore, not a signatory to that agreement but has succeeded to the interest of Waterfront Employers of the Pacific Coast in that agreement. In their brief W.E.W. and Respondent Employers indulge in a highly technical argument based upon the fact that, as the funds ultimately originate from PMA, W.E.W. is not responsible therefor. To the undersigned this argument is more hypertechnical than factual. Although Darrell Cornell, simultaneously PMA manager for Seattle and president of W.E.W. (and an honest witness), testified that he could determine at each moment of his working day from whom he was drawing his salary at that particular moment, the evidence indicated that PMA and W.E.W. were actually different divisions of the

B. Conclusions as to the execution and enforcement.

1. The 6-month limitation (Section 10 (b)).

All the Respondents, both Employer and Union, have affirmatively pleaded the 6-month limitation period of the Act as a defense to the charges filed in the instant proceeding. Although the undersigned summarily dismissed the motions based upon this plea at the hearing, he is now convinced that such a blanket ruling was erroneous in part and so the legal issues raised thereby must be discussed at some length here. This will lead us to an intriguing, but unfortunately almost fruitless, discussion of technicalities.

The portions of Section 10 (b) of the Act which are pertinent provide as follows:

Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board***shall have power to issue and cause to be served upon such person a complaint ***Provided, That no complaint shall issue based upon any unfair labor practice occurring more than

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same general organization. The employer representatives on the Port Labor Relations Committee were selected by W.E.W. Essentially the difference between PMA and W.E.W. seems to be that PMA does the negotiating for the Employers while W.E.W. acts generally as the paymaster for the various employers of longshoremen, both members and nonmembers of W.E.W. W.E.W. also does some representation of employers in negotiations with Local 19. However, this seems to be a differentiation without a real difference. The undersigned cannot agree with this contention made by W.E.W.

six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made,***

(a.) The Employers.

In short, the complaint against the numerous Employer Respondents alleged that they had committed unfair labor practices by (1) "entering into" the Coast and Dock Agreements containing illegal preference in employment clauses and (2) engaging in or "acquiescing" in a "practice" whereby the Unions were permitted to, by means of the hiring hall arrangements, and did enforce the illegal terms of those agreements by discriminatorily refusing to dispatch Crum on January 29, 1949, and Purnell on February 3, 1949. In addition the complaint alleged a violation by these Respondents of Section 8 (a) (2) by giving the Unions financial assistance through their 50 percent contribution to the operation and maintenance of the hiring hall.

It must be recalled that Crum filed his original charge against W.E.W. on June 14, 1949, and Purnell his original charge against W.E.W., Luckenbach, Alaska Steam, and Rothschild on June 22, 1949. All these charges claimed discrimination based upon the hiring hall and the illegal Coast Agreement. The other original and amended charges will be considered subsequently.

In order for a complaint to issue legally under the proviso of Section 10 (b) the alleged unfair labor practice on which the complaint is founded must have occurred 6 months or less prior to the

filing and serving of the charge. Thus the unfair labor practice as to Crum must have occurred on or after December 14, 1948, and as to Purnell on or after December 22, 1948.

Obviously the consolidated complaint herein was based upon (1) the execution of the Coast and of the Dock Agreements and (2) the enforcement of those allegedly illegal documents.

It now becomes necessary to determine when, if ever, the alleged unfair labor practices occurred.

The execution of an illegal agreement is a completed unfair labor practice, if at all, upon the completion of the final act consummating that agreement. In the usual case that act will be the physical act of the parties in signing the agreement. However, even a determination of that date as it relates to the Coast Agreement is fraught with difficulty here because the evidence in this case shows that the parties had negotiated and reached agreement "in principle" about November 25, 1948, that the Agreement was in full force and effect, but unsigned, upon the return of the longshoremen to work on and after December 6, 1948, that the Agreement itself bears date of December 6, 1948, but that the Agreement was not executed or initialed for and on behalf of the parties, of whom W.E.W. was one, until December 17, 1948, and even then was not intended to be the complete agreement. However, interpreting the execution of the Coast Agreement in the light most favorable to the Complainants here, the undersigned finds that the Coast Agreement was "entered into" or executed on De-

cember 17, 1948, the day on which it was initialed, and that the unfair labor practice based upon the execution of the Coast Agreement was completed on that day.

Thus, under the phraseology of Section 10 (b) of the Act, the complaint based upon the execution of the Coast Agreement could legally issue against W.E.W. in the case of Crum because his charge was filed just within the 6-month period but could not legally issue in the case of Purnell because this unfair labor practice had occurred a few days more than the allowable 6 months prior to the date on which he filed his charges against the Employer Respondents.

The right to issue a complaint based upon the enforcement of an illegal agreement is another thing. The enforcement of a contract, unlike its execution, is a continuous and continuing act. The unfair labor practice based upon enforcement does not come into being until that agreement is enforced as to the particular complainant. Thus it was not until January 29, 1949, according to the allegation in the complaint (or January 27, 1949, according to the evidence introduced) that the unfair labor practice based upon enforcement of the Coast Agreement came into being, if at all, as to Crum and until February 3, 1949, as to Purnell. In neither case, therefore, does the 6-month period bar the issuance of the complaint based upon the enforcement of the Coast Agreement.

In addition, the Employer Respondents argue that, as no charge had been filed specifically men-

tioning the execution or enforcement of the Dock Agreement until September 21, 1949, more than 6 months after the execution of that document on February 26, 1949, no complaint based upon either execution or enforcement of the Dock Agreement may legally issue because of Section 10 (b) of the Act' On September 21, 1949, Purnell first mentioned the Dock Agreement in connection with his case when he "amended" his charges against W.E.W., Luckenbach, Alaska Steam, and Rothschild and when he filed original charges against Alaska Terminal and Tait. It was not until December 1, 1950, that Crum "amended" his charges against W.E.W. to mention the Dock Agreement specifically for the first time.

In filing his original charges against Alaska Terminal and Tait on September 21, 1949, Purnell was creating a new cause of action — a new liability against a new Respondent—for an unfair labor practice which, if it occurred, took place more than 6 months before. These original charges against Alaska Terminal and Tait were based upon the same alleged unfair labor practices as set forth in his previous charges against the other Respondents, namely, the discriminatory execution and enforcement of the Coast Agreement as well as the discriminatory execution and enforcement of the Dock Agreement. All these matters having become completed unfair labor practices more than 6 months before, no complaint could legally issue based thereon against these new Respondents. Consequently, these were stale claims made without no-

tice having been given to these Respondents within the time required by the provisions of Section 10 (b) and thus of the type intended to be barred by that section. The undersigned will accordingly dismiss the complaint as to Respondents Alaska Terminal and Tait. It is to be understood that this dismissal applies only to the individual liability of these Respondents and not to any liability which may arise as to them in their capacity as Employer-Members of W.E.W.

Regarding the amended charges filed by Purnell on September 21, 1949, against W.E.W., Alaska Steam, Luckenbach, and Rothschild, the argument above made does not hold because Purnell by amending his charges against these Respondents was not creating any new cause of action or any new liability. The amended charges filed against these last named Employer Respondents were in fact amendments of previously made claims of liability merely setting forth additional bases upon which the original claims of discrimination were grounded. No new cause of action or liability was set forth for the first time in these amended charges. These Respondents had previously been notified of the same claim of liability within the period required by the statute and were merely being given the benefit of additional facts relating to the same cause of action. The purposes of Section 10 (b) had been satisfied when the original charges were filed and served on June 22, 1949. To sustain the Respondents' contention here would serve no useful purpose except to deprive a discharged employee of his rights un-

der the Act because of his inability to plead his cause in a charge with legal exactitude and to reward Respondents for fraudulent dealing and ability at concealment. The purpose of the charge is twofold: To set in motion the investigatory functions of the Board and to advise Respondents promptly of any claim of discrimination so as to eliminate the bringing of stale claims which Respondents cannot defend. An original charge may be amended to include claims of a similar type and character closely related to those made in the original charge. Such an amendment is not barred by the limitation mentioned in Section 10 (b) especially where, as here, the claim is the same in substance although additional facts or a different foundation may be added. The undersigned, therefore, child as well as Crum's amended charge against W.E.W., Luckenbach, Alaska Steam, and Rothschild was well as Crum's amended charge against W.E.W. were not barred by Section 10 (b) of the Act as they were in fact amendments of a claim or cause of action of which the Respondents originally had notice within the statutory period required by Section 10 (b).

The Employers appear to argue that the inclusion of any matter barred by Section 10 (b) in a complaint containing other matter not so barred thereby requires the dismissal of the complaint in its entirety. Such is not the law. The undersigned can agree with the argument of the Employers on the Section 10 (b) issue only so far as indicated above.

Now, having decided the limitations point adversely to these Respondents, the undersigned will nevertheless dismiss the complaint as to Respondents Alaska Steam and Luckenbach on their merits for the reason that the evidence shows without contradiction that these two companies had not employed longshoremen since July 17, 1947, and September 1, 1948, respectively, but this dismissal, like the previous dismissals, is not to affect the liability, if any, of these Respondents as Employer-Members of W.E.W.

At the hearing, the undersigned considered the inclusion of the individual Employer Respondents as exceedingly strange as each of them was apparently an Employer-Member of W.E.W. Apparently the pleader included these Employers as individual Respondents on the theory that Purnell had made application for employment with, and had been discriminatorily refused employment by, each of these Employer Respondents. The evidence adduced on this point at the hearing fell far short of that required. The testimony as to the so-called application, the refusal, and the agent of the Respondents involved was so highly indefinite, abstract, and vague as to be worthless. Because of the total inadequacy of the evidence adduced on that theory, the undersigned will dismiss the complaint as to all the Employer Respondents except W.E.W. in their individual capacities but not as to any liability which may accrue to them as Employer-Members of W.E.W.

W.E.W. also argues that Crum's charge filed on

June 14, 1949, gave it no notice that the Coast Agreement was to be called in issue and that his subsequent amendment in December 1950 was the first notice it had that the Coast Agreement was an issue. This highly technical argument is without merit.

(b.) The 6-month limitation—Unions.

Both ILWU and Local 19 moved for the dismissal of the complaint as to each based upon Section 10 (b) of the Act.

On February 21, 1949, Purnell filed and served his original charge against Local 19 alone, and on June 22, 1949, "amended" this charge by adding, among other things, ILWU as a party respondent. On the other hand, by some queer quirk, Crum filed his original charge on June 14, 1949, against ILWU alone, which he, in turn, "amended" on December 1, 1950, by adding Local 19 as a party respondent.

By each of these so-called "amendments," the Complainants attempted to add an entirely new party respondent thereby creating a new cause of action and a new liability. Since the Coronado Coal cases,[6] it has been well-settled law that the mere affiliation of two labor organizations is an insufficient base upon which to predicate liability, even as it is equally clear from the congressional debates on the Act that liability of the organization is not created from mere membership of the actor in that organization. Here the evidence is clear that, although affiliated with ILWU, Local 19 is an auto-

[6] 256 U. S. 344 and 268 U.S. 295.

nomous and separate distinct entity from ILWU.

Thus, in the charge of Crum, the so-called amendment of December 1, 1950, is in fact not an amendment because of the fact that it creates a new cause of action, a new liability created by the addition of a new and distinct party and thus, in truth and in fact, is an original charge as to that new party, Local 19. But, as to new material added by this amendment relating to the old original cause of action against ILWU, this amended charge is actually an amendment. As this so-called amended charge of December 1, 1950, is in fact an original charge against Local 19, Section 10 (b), the 6-month limitation, is applicable thereto barring the issuance of a complaint based on any unfair labor practice occurring beyond the 6-month period prior to the filing and service of the charge. Clearly, therefore, as to Local 19, the complaint based upon Crum's charges of December 1, 1950, founded upon the execution of both the Coast Agreement and the Dock Agreement as well as the discriminatory enforcement as to him occurring on January 29, 1949, is barred by the limitation of the statutory provision. As to ILWU, however, the complaint being based upon a charge originally filed within the statutory period after the commission of the unfair labor practice is proper, no new cause of action having been added by the amendment. So, in accordance with the above, the undersigned will grant the motion of Local 19 and dismiss the complaint as to it insofar as it relates to the allegations of discrimination against Crum.

On February 21, 1949, Purnell filed his original charge against Local 19 alone, specifically mentioning only the Coast Agreement and the hiring hall. The complaint based upon this charge is not barred by Section 10 (b) either as to the execution or enforcement of the Coast Agreement. However, due to the eccentricities of the pleading herein, the execution of the Coast Agreement is not alleged to have been an unfair labor practice as to the Unions so that there can be no finding that such execution was an unfair labor practice. On September 21, 1949, Purnell purported to amend this charge by adding ILWU as a party respondent. For the reasons discussed above and the fact that the alleged unfair labor practices of ILWU referred to therein had occurred more than 6 months prior to the filing of this "amended" charge, the complaint against ILWU on the charges by Purnell is barred by Section 10 (b) of the Act. The undersigned will dismiss the allegations of the complaint relating to the alleged unfair labor practices against Purnell so far as Respondent ILWU is involved.

These Respondents also contend that the inclusion of the Dock Agreement as an unfair labor practice in these so-called amended charges is also barred even as against the party originally named as the Respondent. For the reasons given above in the discussion of the same contention made by the Employers, the undersigned cannot agree.

Due to this extraordinary method of cross-filing of these charges by the two complainants, neither Respondent Union can be finally dismissed from

this case nor can any of the claimed unfair labor practices be eliminated from the complaint farther than the undersigned has indicated above.

3. Violations—Employers.

(a) Preference in employment, execution.

An employer who grants any preference of employment based upon union membership in a collective bargaining agreement with the authorized bargaining agent of the employees in an appropriate unit which is more restrictive than that permitted in the proviso of Section 8 (a) (3)[7] or without the holding of an election as provided in Section 9 (e) thus complying with the so-called procedural safeguards of Section 9 (e) per se violates Section 8 (a) (1) of the Act. See Pacific Maritime Association, 89 NLRB No. 115. The views expressed by the undersigned in the Intermediate Report in that case appear to be equally applicable to this one.

In the instant case there can be no question but that the W.E.W. violated both the substantive and

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[7] Provided, That nothing in this Act***shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in section 8 (a) of this Act as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment * * * and (ii) if, following the most recent election held as provided in section 9 (e) the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement:***

procedure requirements of the Act in granting the Unions the preference-of-employment clauses of the Coast as well as the Dock Agreement and thus violated Section 8 (a) (1).

As this preferential treatment granted on the basis of union membership creates a discriminatory employment practice thus encouraging union membership, the execution of these Coast and Dock Agreements also violate Section 8 (a) (3) of the Act.

(b.) Financial assistance.

The complaint also alleges that W.E.W. violated Section 8 (a) (2) by giving financial assistance to ILWU through the payment by the Employers of 50 percent of the cost of operating and maintaining the hiring hall.

The Employers engaged in hypertechnicalities in the argument advanced in their brief when they argue that, as the money used to defray this 50 percent of the cost of the hiring hall originated from PMA through an assessment upon its members based both on the tonnage and the man-hours of labor, W.E.W. has not contributed and, therefore, has not violated the Act. True, the money comes from PMA originally but the facts show that PMA deposits this money to the account of W.E.W. who, in turn, deposits the Employers' share of the hiring hall costs to the account of the Port Labor Relations Committee which, in turn, defrays the expenses of the hiring hall and the dispatchers therefrom. In truth and in fact, therefore, the employer contribution is made by W.E.W. But the

facts also prove that this W.E.W. contribution is not made to a labor organization but to a separate entity composed of representatives of both W.E.W. and the Union. It can hardly be said that this contribution is a contribution made to a labor organization. Conceivably it might be argued that the Unions secure some benefit from the existence of the hiring hall and, therefore, this contribution amounts to indirect financial support and benefit to a labor organization. This same argument could just as validly be made, and with about as much sense, regarding the wages paid by an employer to any union man for his labor, a part of which goes to pay his union dues. To have any modicum of validity this argument must be based upon the assumption that the unions are the only organizations benefiting from the hiring hall. This assumption is not based on fact. The hiring hall practice is also beneficial to the employers. The Employer-Members of PMA and W.E.W. secure a definite quid pro quo for their contribution to the hiring hall totally unrelated to any attempt to dominate or interfere with ILWU or Local 19. For anyone with any reading knowledge of Pacific Coast waterfront history, past or present, to even suggest that PMA or W.E.W. is dominating or interfering with ILWU or Local 19 by these payments to the support of the hall or that ILWU or Local 19 are being dominated or interfered with thereby is being so completely unrealistic as to be laughable. The contributions by W.E.W. are being made to an independent body, not a labor organization as defined by the

Act, for a quid pro quo completely independent of any attempt to dominate or interfere with any labor organization.

Theoretically, but again completely unrealistically, it might be said that the execution of the Coast and Dock Agreements with their illegal preference clauses amounts to a contribution of "other support" to the Union. Nothing, however, is to be gained by such an indirect, technical violation of the Act.

The undersigned will, therefore, recommend that the allegation that W.E.W. has violated Section 8 (a) (2) of the Act be dismissed.

4. Violations—Unions.

(a) Preference in employment, execution.

In the Hiring Hall cases, Trial Examiner Rogosin held correctly, in the estimation of the undersigned, and the Board sustained him, that the execution and enforcement of the preferential employment clause in the Coast Agreement by ILWU was a violation of Section 8 (b) (2).

However, as regards the liability of the Unions in the instant case, the question of the execution of the Coast Agreement is not at issue here as not so pleaded in the complaint. But the Hiring Hall case, infra, is authority for the proposition that the execution and enforcement of a contract containing an illegal preferential employment clause such as contained in the Dock Agreement is a violation of Section 8 (b) (2) by the Union so executing the agreement.

Until the very recent (February 8, 1951) decision

of the Board in the Red Star Express case,[8] it has been well-settled law that Section 8 (b) (1) (A) was directed against the use of physical violence and coercion by a union. Although the argument and authorities cited in the Intermediate Report in that case hardly seem to justify the overturning of that established law, the Board in that case held that the mere execution (without the element of enforcement) by a union of a contract containing illegal union-security clauses violates Section 8 (b) (1) (A) also.

The undersigned, being bound by the new Board policy as expressed in the Red Star Express case, therefore, finds that by the mere execution of the Dock Agreement with its illegal preference-in-employment clause, Local 19 violated Section 8 (b) (2) and 8 (b) (1) (A).

As ILWU is not a signatory to the Dock Agreement, the undersigned will, therefore, recommend that the complaint so far as it relates to the execution of the Dock Agreement be dismissed as to ILWU.

Exactly what specific charges of illegality—other than the preferential employment clause — the pleader intended to encompass in his oft-repeated phrase "a practice wherein [the Unions] have been permitted to exercise control over the selection of persons dispatched or to be dispatched from the central hiring hall" in the Port of Seattle is not clear from the pleadings, the proof, nor the brief.

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[8] 93 NLRB No. 14.

In the first of this series of cases against ILWU, being the famous "Hiring Hall" case, 90 NLRB No. 166, the General Counsel in that case specifically attacked the legality of the hiring hall provided for in the Coast Agreement on a number of specific grounds. Although the Board failed to pass upon the legality of these various provisions, Trial Examiner Irving Rogosin, in his Intermediate Report in that case, succinctly, and, in the opinion of the undersigned correctly, made findings in that respect as follows, which the undersigned hereby adopts and extends to cover the contentions to the Dock as well as to the Coast Agreement:

It has been found that the hiring hall, under the joint control and supervision of employer and union representatives, as a device for recruiting, hiring, and dispatching employees, is not intrinsically violative of the Act. Similarly, it has been found that maintenance of a roster or registration list of qualified employees, which employers agree to use in dispatching employees according to a rotary system, without regard to union membership or affiliation, is equally compatible with the Act. As a corollary, agreement by employers to permit the employees' exclusive bargaining agent to participate in determinations regarding additions to or removals from the registration list, insofar as such determinations are not influenced by considerations of union membership or affiliation, does not, per se, conflict with the Act. So, too, delegation by the employers to the duly recognized bargaining representative, of the right to select dispatchers, subject to control and

supervision of a joint employer-union committee, under circumstances and subject to qualifications already mentioned, does not contravene the provisions of the Act. On the other hand, it has been found that provision for preference of employment based on union membership is clearly proscribed by the Act.

The undersigned agrees that a hiring hall can exist legally under the Act—but not with a preferential employment clause such as the Coast and Dock Agreements include.

The undersigned, however, believing that any discrimination in the enforcement of a contract is subject to proof as in any other case, must specifically reject the following subsidiary findings made by the Trial Examiner in the Hiring Hall case:

It is reasonable to infer, and the undersigned infers and finds, that the Respondents [Unions] contemplated that, even without union preference, the hiring hall provisions, if continued, would be administered and enforced in the future so as to discriminate in favor of members of the Union and against non-members, in violation of the Act.

This type of alleged discrimination, to wit, in the enforcement of the preference-in-employment provisions, will be treated in the next section of this Report.

C. The enforcement of the Agreements.

1. Albert G. Crum.

Finally we come to the nub of this case.

Albert G. Crum commenced working on the Seattle water front in April 1936, became both a reg-

istered longshoreman and a member of Local 19 in 1939. During the larger portion of his work upon the water front, Crum has been a "gang" man, i.e., a regular member of a permanent gang which is dispatched as a unit and works as a unit whenever so dispatched.

In Seattle, all dispatching of longshoremen is done from the hiring hall which is operated and maintained jointly by Local 19 and W.E.W. as provided in the contracts under discussion above. The actual operations of the hall are under the supervision and direction of the Port Labor Relations Committee, composed of an equal number of representatives from Local 19 and W.E.W. Although the chief dispatcher is elected by Local 19, he must qualify under standards set up by the Port Labor Relations Committee and is thereafter, as are all the other employees, the employee of and subject to the direction of the Port Labor Relations Committee, which pays all salaries, including that of the chief dispatcher, and the hall expenses from funds provided equally by Local 19 and W.E.W. The hall and its employees operate under rules and regulations promulgated by the Port Labor Relations Committee.

The actual dispatching is done by the chief dispatcher and his assistant from various boards which contain the names of all the registered longshoremen of the port listed in order. There are two such boards: One called the "gang" board on which the regular gangs are listed, and another called the

"plug" board where the individual longshoremen are listed and from which they are dispatched.

The gangs and the individual longshoremen are each dispatched in rotation from their individual boards. Members of gangs are not required to "plug in," i.e., indicate their availability for work opportunities, but are privileged to telephone the hall to determine whether or not their gang has been dispatched. The individual longshoreman, however, is required to "plug in" personally on the board each morning to indicate his availability and, as his name is called over the loudspeaker when his name comes up in rotation, he must report to the dispatcher to receive his work assignment. The dispatching is done in rotation in order that the earnings of the individual longshoremen shall be approximately equal.

In December 1948, following the water-front strike of September to December 6 of that year, Crum was called before the executive board of Local 19 on a charge of failing to stand his share of the picket duty during the strike. The executive board found him guilty and assessed a large fine against him. The president of Local 19 told Crum that his name "will be taken off the work list from this date on until the fine is paid."

The day following the meeting of the executive board, Crum went to the office of the secretary of Local 19, Bill Clark, and raised the question with him of his right to work for 30 days as permitted by the constitution regardless of his failure to pay the fine. While they were talking in the office, Bill

Gettings, ILWU Seattle representative, walked in, was told of the constitutional objection raised, and agreed with Crum's interpretation thereof and said: "Yes, the boys have got that right [to work for 30 days before having to pay the fine]—you call Bill and tell him not to bug[9] those men for 30 days." Gettings then told Crum to go back to work with his old gang for 30 days.[10]

Crum thereupon continued to be dispatched to work as usual. He was working on January 27, 1949, on an Alaska Steamship boat when this work was unexpectedly terminated for some reason and all the longshoremen working thereon were laid off.

As was customary with gang men, Crum telephoned the hall the next few days to find out if his gang had been dispatched. For several days Crum was told that his gang had not been dispatched —which was not unusual. Finally one day after the expiration of the 30-day period when he called the dispatcher's office, he was told: "Crum, there is no need of your calling up any more. There is a bug behind your name, and you won't be dispatched with your gang until the fine is paid."

Since that time Crum has not been dispatched, nor has he telephoned to the hall, nor has he at-

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[9] A "bug" is a notification of unpaid dues, fines, etc., which is placed upon the board at the hiring hall opposite the name of the delinquent longshoreman.

[10] This is the only evidence of any participation by ILWU in the enforcement of the contracts.

tempted to plug in on the board to denote his availability for work.

On March 9, 1949, Local 19 and W.E.W. entered into an agreement referred to as "Working and Dispatching Rules for the Port of Seattle." By its preamble, this agreement was made a part of the coastwise Longshore Agreement of December 17, 1948. Rule No. 17 of these rules provides as follows: "No man is to be dispatched for work when there is a penalty against him."

A few days later, Crum visited Darrell Cornell and asked if W.E.W. could do something about having him reinstated in good standing with Local 19. Cornell promised to do whatever he could for Crum if his name ever came up before the Port Labor Relations Committee after telling Crum that there was nothing against him in the W.E.W. files.

At some other indefinite time Crum inquired of the "superintendent or a dock foreman or something" for Alaska Steam[11] whether Crum "could work for him," "Is there anything against me?" "Will you give me a job here?" The superintendent said that the only way he could give Crum a job was through dispatch from the hiring hall.

Crum asked another shipping man if he would sign a statement for him to the effect that his company would hire him if sent out by the hiring hall. This individual, whose position and company was highly indefinite, said that he would. This state-

[11] The uncontradicted evidence is that Alaska Steam had not hired any longshoremen since July 17, 1947.

ment was not produced at the hearing. Crum made the same inquiry of several other representatives of other shipping companies and received much the same reply from each.

On April 20, 1949, upon a motion of the representatives of Local 19, the Port Labor Relations Committee canceled Crum's registration as a longshoreman for the Port of Seattle on the ground that he was a mere casual worker on the water front. This motion and decision were made in accordance with the established practice of the Port Labor Relations Committee which, as a routine matter, checked the earnings of longshoremen on occasions and deregistered those whose earnings indicated the casual nature of their work on the water front.

The facts show that Crum apparently was a full-time longshoreman from 1936 to 1944 when he became a full-time employee of Griffith & Sprague Stevedoring Company, taking care of their gear locker where the longshore gear is cared for. Technically, working in a gear locker is not longshore work and ILWU does not represent such employees. Men are not dispatched from the hall for this type of work.

During the year 1944 Crum earned a total of $1,740.49 of which $850.12 was for work performed for Griffith & Sprague. During the last half of the year the record shows that Crum earned the sum of $27.

In 1945 Crum earned $4,976.90 all of which he

earned as an employee of Griffith & Sprague in the gear locker.

In June 1946 Crum purchased a 220-acre farm in Idaho where he harvested the hay crop that year. His total earnings for that year for longshore work amounted to $336.32. He also earned the sum of $627.25 from Griffith & Sprague.

Crum leased the Idaho farm for the year 1947. During that year he earned $1,876.57 from W.E.W.[12] and the sum of $936.43 from Griffith & Sprague. For a period of 8 weeks, Crum was prevented from working by a broken foot. During that time he apparently was on the farm in Idaho.

In the year 1948 Crum spent practically all of his time on the farm, returing to Seattle only when there was no more farm work to be done. He earned only $1,072.10 from W.E.W., all of which except approximately $300 was earned prior to April 1.[13] Apparently he was on the Idaho farm thereafter except for a few days in August when he returned to Seattle and dropped into the hiring hall. The dispatcher there asked him to take a job but Crum said that he was only in town for a few days and did not want to work. Upon the insistence of the dispatcher, Crum finally took a job which was supposed to last for approximately 4 hours, but which, due to a showdown, lasted such a length of time that he actually earned $122. His remaining earn-

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[12] The average earnings for a longshoreman in Seattle for the year 1947 amounted to $3,712.58.

[13] The average earnings in 1948 of the Seattle longshoremen was $2,755.05.

ings of $186.19 were for work after the conclusion of the strike on December 6, 1948. The remainder of his time that year was spent upon the Idaho farm.

Seattle longshoremen averaged between $450 to $550 for longshore work performed during the strike but Crum earned nothing.

2. Clarence Purnell.

Purnell had been doing longshore work "off and on" since 1942 when he became a registered longshoreman in Seattle and a member of Local 19. When he worked, he worked from the "plug board," i.e., as an individual longshoreman.

Sometime after the close of the strike in December 1948, Purnell was brought before the executive board of Local 19 on charges of having failed to do the required amount of picket duty and was ordered to pay a large fine within 30 days. He was also told at that time that he had 30 days to work before he had to pay the fine. Due to poor health, Purnell did no work during this period.

In January 1949, Purnell sought from Dispatcher Clerk Laing of the hiring hall a statement which would assist him in drawing his compensation benefits and in getting another job. Laing refused to give him the certificate of availability[14] requested and also told him that he had 30 days in which to work without having to pay the fine. Purnell an-

[14] This certificate that the applicant was available for work is necessary in order to draw unemployment compensation benefits in the State of Washington.

swered that he was not physically able to work.

The last work which Purnell performed on the water front was in September 1948. After that he went to Phoenix, Arizona.

Purnell admitted that he did not work after his meeting with the executive board of Local 19 nor did he go to the hiring hall and plug in on the board because he did not want to work in the cold and wet of that winter. He testified that he was sick and could not stand the bad weather. He has never plugged in on the board in the hiring hall to denote his availability for work since September 1948.

However, in January, Purnell, like Crum, did phone Darrell Cornell and ask him for a statement similar to the one which he had requested from the dispatcher-clerk. Under no interpretation of this conversation could it be regarded as a request for work. In fact Purnell did not want work. His name is still on the plug board and the dispatcher testified, at least, that if Purnell had plugged in in the customary manner, he would have been, and would still be, dispatched. As Purnell never tested the truth of this testimony, there is no proof to the contrary.

Purnell, again like Crum, inquired of certain employer representatives if they had anything against him or his work and was assured in each instance that there was nothing.

Sometime in the early fall of 1948, Purnell bought a barber shop. He told a friend that he had bought it so that he would not have to work outside in the bad weather. He operated this shop until April

1950 when he sold it, but a few months later opened up another and larger barber shop. During part of this time he also worked at the airport because the work there was inside work and he was not bothered by the bad weather.

3. Conclusions.

In order for there to be found a discriminatory refusal to employ, it is axiomatic that the individual workman must have been an applicant for employment for obviously a man cannot be refused employment where he has not applied for it.

It is equally obvious that from September 1948 Purnell never applied for employment on the water front. Nor, according to him, was he physically able to accept it if it had been offered. While the undersigned admits to large doubts as to the accuracy and truth of the testimony that if Purnell plugged in on the board thereby making his application for work he would be dispatched, it would be pure speculation and surmise for the undersigned to find to the contrary on the evidence before the undersigned. While it is uncontradicted that Purnell was told that he had 30 days to work before he had to pay his fine, there is no showing here that Purnell, in fact, would not have been dispatched. The only way in which the truth of that could have been tested would have been for Purnell to make an application for work, i.e., to plug in on the board, something which he never did after September 1948.

Although Purnell looked at the time of the hearing as though he were physically able to work on the water front, there is no showing as to when

he became able to do so. Purnell's own testimony proves him to have been physically unable to accept such employment in January 1949.

For the above-assigned reasons the undersigned believes, and therefore, finds that Purnell was not discriminated against by either Local 19 or W.E.W. His charge against ILWU, of course, was barred by Section 10 (b).

The same reasoning does not apply to Crum because after the conclusion of his 30-day period he was actually told by the dispatching office that he would no longer be dispatched with his gang until his fine was paid. His acceptance of this statement over the phone was more docile than one would expect. It is also to be recalled that in August 1948, the dispatcher had been forced to beg Crum to accept work on the water front as a favor to the Union because there were too few men in the hall to fill all of the work opportunities available. At this time Crum had baldly stated that he did not want work and he had appeared at the hall for a social visit only. He had become a farmer. He did not return to Seattle after this short visit in August until after he could no longer work on his farm due to the weather. And in early 1950 he returned to the farm again as soon as the weather permitted. It may well be queried how seriously Crum was an applicant for work in December and January.

Since 1944 Crum had been a sporadic and casual worker on the water front. His work in the gear locker for Griffith & Sprague is not technically wa-

ter-front work although definitely appended thereto. However, this type of employment is completely different and divorced from that of the regular water-front employee dispatched from the hiring hall. In 1945 he earned nothing from water-front work, his whole earnings that year coming from his work in the gear locker for Griffith & Sprague. In 1946 he became a farm owner and thereafter a good part of his time has been spent in Idaho on that farm. His earnings on the water front since then have been less than half the average earnings of the longshoremen on the Seattle water front. Obviously Crum told the dispatcher the truth in August 1948 when he said that he did not want work on the water front. He was, in fact, a farmer.

It has long been customary on the Seattle water front, especially in times when any and every Tom, Dick, and Harry is not practically impressed into service to try to move the cargo somehow, to prefer and keep the steady full-time longshoremen and to eliminate the casual longshoremen from employment. Every business prefers steady employees. Crum clearly fell into the class of employees whom good business practice would tend to eliminate. No unfavorable implication regarding Crum should be drawn from the above remark for the undersigned intends only to convey the idea that Crum's interest by this time lay at the farm and not in his casual work on the water front. As employees, there were no complaints against either Crum or Purnell. But the fact remains that Crum no longer was to be counted on as a steady employee on the water front.

On April 20, 1949, acting upon the motion of the representatives of Local 19, the Port Labor Relations Committee voted unanimously in accordance with the established practice to deregister Crum on the ground that he was a part-time worker in the industry. On the record here, the undersigned finds that this decision was justified and in accordance with established practice.

But the fact remains that on January 27, 1949, Crum was refused employment as a longshoreman because his membership had been terminated for reasons other than the failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership and in order to encourage membership in Local 19. This refusal constitutes a violation of Section 8 (a) (3) and 8 (b) (2) and 8 (b) (1) (A).

But the W.E.W. and its Employer-Members argue in their brief that they cannot be held responsible for any such discrimination because they had no knowledge or information that the dispatcher was discriminating against any employee nor did they knowingly acquiesce in any such "practice." The short answer to this argument is that, although elected by Local 19, the dispatcher is the employee of the Port Labor Relations Committee and thus the agent of both W.E.W. and Local 19 for those acts W.E.W. and Local 19 are responsible.

ILWU, on the other hand, argues that it is not responsible because it had no part in the enforcement of these contracts at all. Local 19 does not advance any similar contention, which, under the

facts of this case, is just as well. ILWU did negotiate the Coast Agreement but the execution of that agreement is not alleged in the complaint to be an unfair labor practice so far as ILWU is concerned, the complaint only charging ILWU with an unfair labor practice in the enforcement of that and of the Dock Agreement. The facts show without contradiction that Local 19 and W.E.W., and they alone, enforced these contracts and promulgated the rules contemplated thereunder. Local 19 and W.E.W. composed the Port Labor Relations Committee through which they operated the hiring hall. Local 19 and W.E.W. shared the expense of the operation and maintenance of that hall jointly. ILWU played no part in the actual operation and maintenance of the hall nor in the enforcement of the contracts here involved.

In the Sorce and Stafford cases[15] the Trial Examiner found that the Coast Agreement "contemplates that it will be carried out in actual practice, so far as ILWU interests are concerned, by representatives of its local union in each port." From this the Examiner found that the union representatives in the Port Labor Relations Committee were in fact the agents of ILWU for whose actions ILWU was responsible. It is true that ILWU negotiated the Coast Agreement which provided for the establishment of the hiring halls under the joint operation and management of the local Employers Association and "the Union." The Coast Agreement also

[15] Cases Nos. 20-CB-87 and 20-CB-89. This is the second of the series of cases against ILWU.

provides that the registration and the dispatching rules for the hiring hall should be promulgated by the Port Labor Relations Committee composed of representatives from the local Employers Association and "the Union." The Examiner in the Sorce case, therefore, interpreted the work "Union" as it was defined in the Coast Agreement to mean the ILWU. From a technical reading of that agreement, the word "Union" as used therein has to be read as "ILWU" for the reason that the ILWU is the only party to the contract, the locals not having been mentioned therein. However, interpreted in the light of actual practice under the contract, the representatives of the "Union" on the individual Port Labor Relations Committee were representatives of Local 19, the rules for the operation of the hall and the dispatching of longshoremen were negotiated by representatives of Local 19 with representatives of W.E.W., the dispatcher was elected by Local 19, and the "Union's" share of the expenses were paid by Local 19. As noted above the only action taken by any representative of ILWU in this case occurred when Bill Gettings was requested to give his advice on the interpretation of a section of the constitution of Local 19 by the secretary of Local 19 and Crum and thereupon did so. In truth and in fact, ILWU played no part in the enforcement of the Coast Agreement. While the interpretation made in the Sorce case is technically correct, it is a most strained interpretation when viewed in the light of the actual facts. Where local unions are autonomous bodies as they are here, it has long

been the law that liability may not be found from the mere affiliation of two separate entities.[16] Nor would mere membership in ILWU of the representatives of Local 19 make those individual members agents of ILWU. This is clear from the legislative history of the Taft-Hartley Act.

The undersigned, therefore, finds in conformity with the facts that ILWU did not enforce or assist in the enforcement of the Coast Agreement here nor of the Dock Agreement to which ILWU was not even a signatory. In view of these findings the undersigned will recommend that this complaint in its entirety be dismissed as to ILWU.

However, it is clear, and the undersigned finds, that W.E.W. and its Employer-Members discriminated in regard to the hire and tenure of employment of Albert G. Crum on January 27, 1949, in violation of Section 8 (a) (3). But due to Section 10 (b) the undersigned cannot find that Local 19 caused W.E.W. to so discriminate in the action mentioned above in violation of Section 8 (b) (2) and 8 (b) (1) (A).

However, as indicated above, the undersigned also finds that Crum was deregistered by the Port Labor Relations Committee on April 20, 1949, for nondiscriminatory reasons and in the usual course of operations and that the discrimination against Crum ended as of April 20, 1949.

As indicated above the undersigned finds also that neither W.E.W. nor Local 19 violated the Act by

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[16] Coronado Coal cases, supra.

their actions in the Purnell matter and will, therefore, recommend that the complaint be dismissed as to both of these Respondents in this matter.

IV. The effect of the unfair labor practices upon commerce

The activities of the Respondents set forth in Section III, above, occurring in connection with the operations of the Employer set forth in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that the Respondents W.E.W. and Local 19, and each of them, have engaged in and are engaging in certain unfair labor practices, the undersigned will recommend that each of them cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

As the record amply demonstrates that Respondent W.E.W., by executing the Dock Agreement and by ratifying the Coast Agreement, and Respondent Local 19, by executing the Dock Agreement, each of which agreements contained clauses granting preferences in registration and in employment to longshoremen on the basis of union membership which are illegal under the Act, and each of said Respondents, by the enforcement of such illegal

preference clauses, have discriminated or attempted to discriminate in the hire and tenure of employment of longshoremen, dock workers, and applicants for employment, the undersigned will recommend that these named Respondents, and each of them, cease and desist from giving effect to such preferential clauses in the Coast Agreement of December 17, 1948, and the Dock Agreement of February 26, 1949, or to any extension, renewal, modification, or supplement thereto, or to any superceding contracts which, by their terms or in their performance require the Respondents or their agents, the dispatchers in the hiring hall in Seattle, Washington, to discriminate in regard to the hire or tenure of employment or any term or condition of employment of any longshoreman or dock worker or applicant for such employment except in accordance with the proviso in Section 8 (a) (3) of the Act. In order that those charged primarily with the responsibility of enforcing such an order, to wit, the dispatchers in the Seattle hiring hall, may be fully aware of their duties in this respect, the undersigned will recommend that the Respondents W.E.W. and Local 19, and each of them shall separately notify all the dispatchers of the Port Labor Relations Committee at the hiring hall in Seattle, to the above effect and instruct them further that they are in the future not to discriminate among longshoremen and dock workers in their hire or tenure of employment in any way based on membership or nonmembership in Local 19.

Having also found that Respondent W.E.W. dis-

criminated against Albert G. Crum on January 27, 1949, the undersigned will recommend that this Respondent reimburse him for any loss of pay he may have suffered by reason of the discrimination against him on that day to April 20, 1949, when the Port Labor Relations Committee legitimately decided that Crum should be deregistered as a longshoreman based upon the casual nature of his work. In computing the amount of back pay due to Albert G. Crum, the customary formula of the Board set forth in F. W. Woolworth Company, 90 NLRB No. 41, shall be applied.

Upon the foregoing findings of fact and the entire record in the case, the undersigned makes the following:

Conclusions of Law

1. Waterfront Employers of Washington and its Employer-Members are employers within the meaning of Section 2 (2) of the Act.

2 International Longshoremen's and Warehousemen's Union, and International Longshoremen's and Warehousemen's Union, Local 19, are labor organizations within the meaning of Section 2 (5) of the Act.

3. W.E.W., by executing and enforcing the Coast and Dock Agreements, and by discriminating in regard to the hire and tenure of employment of Albert G. Crum, engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (a) (3) and 8 (a) (1) of the Act.

4. Local 19, by executing the Dock Agreement with its illegal preference-in-employment clause and by attempting to cause the Employers to discriminate in regard to the hire and tenure of employment of longshoremen, dock workers, and applicants for employment in violation of Section 8 (a) (3) of the Act, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (2) and 8 (b) (1) (A) of the Act.

5. W.E.W. and Local 19, by restraining and coercing employees and prospective employees of the Employers in the exercise of the rights guaranteed in Section 7 of the Act, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (a) (1) and 8 (b) (1) (A), respectively, of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

7. I.L.W.U. has not violated the provisions of the Act.

Recommendations

Upon the basis of the foregoing findings of fact, conclusions of law, and the entire record in the case, the undersigned hereby recommends that:

I. Respondent Waterfront Employers of Washington, Seattle, Washington, its officers, agents, successors, and assigns, and its Employer-Members, their officers, agents, successors, and assigns, shall:

(A) Cease and desist from:

(1) Giving effect to those provisions of the col-

lective bargaining agreement dated December 6, 1948, between the Respondent and ILWU, known as the "Pacific Coast Longshore Agreement" and the agreement dated February 26, 1949, between this Respondent and Local 19 commonly known as the "Dock Workers' Agreement for Port of Seattle" which grant preference in employment to members of the Union.

(2) Discriminating in regard to the hire and tenure of employment of any longshoreman, dock worker, or applicant for such employment by the enforcement of either of the agreements above named.

(3) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the right to engage in or to refrain from engaging in concerted activities as guaranteed them by Section 7 of the Act.

B. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(1) Make whole Albert G. Crum for any loss of pay he may have suffered as a result of the Respondents' unlawful conduct, in the manner set forth in the section entitled "The remedy."

(2) Notify and direct the dispatchers in the Seattle, Washington, hiring hall, in writing, that they are not to give any force or effect to those clauses granting preference of employment because of membership in ILWU or Local 19 contained in either the Coast Agreement or the Dock Agreement and that they are not to discriminate in the hire or ten-

ure of employment of any longshoreman, dock worker, or applicant for such work because of membership or nonmembership in ILWU or Local 19.

(3) Post in conspicuous places in the Seattle hiring hall, including all places where notices or communications to longshoremen are customarily posted, copies of the notice attached hereto and marked Appendix A. Copies of said notice to be furnished by the Regional Director for the Nineteenth Region shall, after being duly signed by the representatives of Respondent W.E.W., be posted by that Respondent immediately upon receipt thereof and maintained for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by Respondent W.E.W. to insure that said notices are not altered, defaced, or covered by any other material.

(4) Notify the Regional Director for the Nineteenth Region, in writing, within twenty (20) days from the date of the receipt of this Intermediate Report what steps the Respondent W.E.W. has taken to comply herewith.

II. Respondent Local 19, International Longshoremen's and Warehousemen's Union, its officers, representatives, agents, successors, and assigns, shall:

(A) Cease and desist from:

(1) Giving effect to those provisions of the collective bargaining contract of December 17, 1948, between ILWU and the Waterfront Employers Association of the Pacific Coast (predecessor of Pa-

cific Maritime Association), Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, and Waterfront Employers of Washington, known as "Pacific Coast Longshore Agreement," and of the collective bargaining contract dated February 26, 1949, between Respondent Local 19 and the Waterfront Employers of Washington better known as the "Dock Workers' Agreement for Port of Seattle," which grant preference in employment to members of ILWU or Local 19.

(2) Causing or attempting to cause Respondent W.E.W. or its Employer-Members, or any of them, or their officers, agents, successors, or assigns to deny employment to any employee or prospective employee of any of the employers because of membership or nonmembership in ILWU or Local 19 or whose membership in Local 19 has been terminated on grounds other than the failure to tender the periodic dues required by Respondent Local 19, except to the extent permitted by Section 8 (a) (3) of the Act.

(3) In any other manner causing or attempting to cause the Employers, or any of them, or their officers, agents, successors, or assigns, to deny employment to or otherwise discriminate against employees or prospective employees in violation of Section 8 (a) (3) of the Act.

(4) In any manner restraining or coercing employees or prospective employees of the Employers, or any of them, in the exercise of their right to refrain from any or all of the concerted activities

guaranteed to them by Section 7 of the Act, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

B. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(1) Notify and direct the dispatchers in the Seattle hiring hall, in writing, that they are to give no further force or effect to those clauses granting preference in employment to members of ILWU or Local 19 found in either the Coast Agreement or the Dock Agreement and they are not to discriminate in regard to the hire and tenure of employment of any longshoreman, dock worker, or applicant for such employment because of his membership or nonmembership in ILWU or Local 19.

(2) Post in conspicuous places at the business office of Local 19, International Longshoremen's and Warehousemen's Union, and in the hiring hall in Seattle, Washington, including all places where notices or communications to members are customarily posted, copies of the notice attached hereto and marked Appendix B. Copies of said notice to be furnished by the Regional Director for the Nineteenth Region shall, after being duly signed by the Respondent's representatives, be posted by the Respondent or its agents, immediately upon receipt thereof and maintained for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent or its agents to insure

that said notices are not altered, defaced, or covered by any other material.

(3) Notify the Regional Director for the Nineteenth Region, in writing, within twenty (20) days from the date of the receipt of this Intermediate Report what steps the Respondent has taken to comply herewith.

It is further recommended that unless on or before twenty (20) days from the date of the receipt of this Intermediate Report, the Respondents, and each of them, notify said Regional Director in writing that each will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the said Respondents to take the action aforesaid.

Dated at Washington, D. C., this 6th day of April, 1951.

/s/ THOMAS S. WILSON,
Trial Examiner.

APPENDIX A

Notice to All Employees Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we notify all employees of Waterfront Employers of Washington and its Employer-Members that:

We Will Not give effect to those provisions of the collective bargaining agreement dated December

6, 1948, known as Pacific Coast Longshore Agreement, between ILWU and Waterfront Employers Association of the Pacific Coast, Waterfront Employers of California, Waterfront Employers of Oregon and Columbia River, and Waterfront Employers of Washington, on behalf of themselves and their Employer-Members, which grant preference of employment to members of ILWU or Local 19, ILWU, or either of them.

We Will Not give effect to those provisions of the collective bargaining agreement dated February 26, 1949, known as Dock Workers' Agreement for Port of Seattle, between Local 19, ILWU and Waterfront Employers of Washington, on behalf of itself and its Employer-Members which grant preference of employment to members of ILWU or Local 19, ILWU, or either of them.

We Have Notified the Dispatchers at the Seattle hiring hall that they are not to deny employment to any employee or prospective employee of any of the employers, whose membership in ILWU or Local 19, ILWU, has been terminated on grounds other than the failure to tender the periodic dues required by said unions, except to the extent permitted by Section 8 (a) (3) of the Act.

We Will make Albert G. Crum whole for any loss of pay he may have suffered from January 27, 1949, to April 20, 1949, as a result of our unlawful conduct against him at the hiring hall in Seattle, Washington.

All employees of Waterfront Employers of Washington and its Employer-Members are free to become, remain, or refrain from becoming members of Local 19, International Longshoremen's and Warehousemen's Union, or any other labor organization, except to the extent that their right to refrain may be affected by a lawful agreement which requires membership in a labor organization as a condition of employment.

WATERFRONT EMPLOYERS OF WASHINGTON and its EMPLOYER-MEMBERS
(Employer)

Dated.....

By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice to All Officers, Representatives, Agents, and Members of Local 19, International Longshoremen's and Warehousemen's Union Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

We Will Not give effect to these provisions of

the collective bargaining contract of December 6, 1948, between ILWU and the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, and Waterfront Employers of Washington, on behalf of themselves and their respective Employer-Members, which grant preference in employment to members of Respondents or either of them.

We Will Not give effect to those provisions of the collective bargaining agreement dated February 26, 1949, known as Dock Workers' Agreement for Port of Seattle, between Local 19, ILWU, and Waterfront Employers of Washington, on behalf of itself and its Employer-Members, which grant preference of employment to members of ILWU or Local 19, ILWU, or either of them.

We Have Notified the Dispatchers at the Seattle hiring hall that they are not to deny employment to any employee or prospective employee of W.E.W. or any of its Employer-Members, whose membership in the above unions has been terminated on grounds other than failure to tender the periodic dues required by said unions, except to the extent permitted by Section 8 (a) (3) of the Act.

We Will Not in any manner restrain or coerce employees or prospective employees of the employers, or any of them, in the exercise of their right to refrain from any or all of the concerted activities guaranteed by Section 7 of the Act, except to the extent that such right may be affected by an agree-

ment requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION
(Labor Organization)

Dated.....

By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Affidavit of Service by Mail attached.

[Title of Board and Causes.]

STATEMENT OF EXCEPTIONS OF RESPONDENTS

Waterfront Employers of Washington and Its Employer-Members, Luckenbach Steamship Company, Inc., Alaska Steamship Company, Rothschild - International Stevedoring Company, Alaska Terminal and Stevedoring Co. and Tait Stevedoring Co. Inc., to the Intermediate Report and Recommended Order and Other Parts of the Record and Proceedings.

Come now the above-named Respondents, and each of them, and file this their Statement of Ex-

ceptions to the Intermediate Report and Recommended Order of the Trial Examiner, and to other parts of the record and proceedings, in these consolidated cases. Respondent Waterfront Employers of Washington and its Employer-Members will be referred to herein collectively as WEW. All of the above-named respondents, when referred to herein collectively, will be designated as Respondent Companies.

Page and line designations following each of the Exceptions refer to the page and line of the Intermediate Report and Recommended Order, or to the official record, where the particular findings, conclusions, statements, recommendations, rulings and/or other things to which exception is taken appear. Unless otherwise designated, all page and line references are to the Intermediate Report and Recommended Order.

Reasons and record references in support of the Exceptions are set forth in detail in the Brief in Support of Statement of Exceptions on behalf of Respondent Companies.

Respondent Companies except to the following findings, conclusions, statements, recommendations, rulings and omissions of the Trial Examiner, and to all subsidiary findings, conclusions, statements and recommendations subsidiary thereto:

1. The finding that WEW discriminated in regard to the hire and tenure of employment of Albert G. Crum on January 27, 1949, or at any other time, in violation of §8(a)(3) of the Act (Page 21, lines 37-40).

2. The finding that WEW allocated employees among various member companies (Page 4, lines 51-52).

3. The findings that WEW supplied or provided funds for operation of the central hiring hall in Seattle; that Pacific Maritime Association (hereinafter referred to as PMA) and WEW were actually different divisions of the same organization; that employer representatives on the Port Labor Relations Committee for Seattle were representatives of or selected by WEW; that differences existing between PMA and WEW were differentiations without a difference (Page 7, lines 24-27; 46-62).

4. The finding that WEW contributed or supplied any funds to defray the expenses of the central hiring hall in Seattle (Page 13, lines 1-11; page 15, lines 42-43).

5. The finding that the dispatcher or dispatchers in the hiring hall at Seattle, in allegedly refusing to dispatch Mr. Crum under the facts and circumstances of these cases, were acting as the agents or employees of WEW, and that WEW was responsible for the acts of the said dispatcher or dispatchers (Page 20, lines 31-38).

6. The failure of the Trial Examiner to find that, insofar as any alleged refusal to dispatch Albert G. Crum is concerned, the dispatcher or dispatchers in the hiring hall were acting solely as the agents of and upon the instructions of respondent Local 19 or respondent ILWU, or both.

7. The findings that WEW enforced these contracts and/or promulgated the rules contemplated

thereunder; that any representative or representatives of WEW were members of or composed the Port Labor Relations Committee for Seattle through which the hiring hall was operated; that WEW shared in the expense of operation and maintenance of the hiring hall (Page 20, lines 47-52).

8. The finding that WEW discriminated against Albert G. Crum on January 27, 1949, or at all, and the recommendation that WEW reimburse Crum for any loss of pay he may have suffered on that day to April 20, 1949 (Page 22, lines 40-44).

9. The conclusion that WEW, by executing and enforcing the Coast and Dock Agreements, and/or by discriminating in regard to the hire and tenure of employment of Albert G. Crum, and/or by restraining and coercing employees in the exercise of rights guaranteed in Section 7 of the Act, engaged in and is engaging in unfair labor practices within the meaning of §8(a)(3) and/or §8(a)(1) of the Act (Conclusion of Law No. 3, page 23, lines 1-5; Conclusion of Law No. 5, page 23, lines 13-7.

10. The recommendation that WEW, its officers, agents, successors and assigns, and its Employer-Members, their officers, agents, successors and assigns, shall make whole Albert G. Crum for any loss of pay he may have suffered (Page 23, lines 32-35; 60-64).

11. The failure of the Trial Examiner to find that WEW does not provide funds for and does not participate in the operation of the central hiring hall in Seattle or in the activities of the Port Labor Relations Committee for Seattle.

12. The failure of the Trial Examiner to find that the operation of and the providing of funds for the central hiring hall in Seattle, and the operation of the Port Labor Relations Committee for Seattle, are functions of PMA, were functions of Waterfront Employers Association of the Pacific Coast prior to the existence of PMA, and were never functions of WEW at any time material to these cases.

13. The finding that ILWU did not enforce or assist in the enforcement of the Coast Agreement or of the Dock Agreement, and the recommendation that the complaint in its entirety be dismissed as to ILWU (Page 20, line 40 to page 21, line 35).

14. The conclusion that ILWU has not violated the provisions of the Act (Conclusion of Law No. 7, page 23, line 23).

15. The failure of the Trial Examiner to find and conclude that ILWU attempted to cause and/or did cause employers to discriminate against Albert G. Crum between January 27, 1949 and April 20, 1949, and thereby engaged in unfair labor practices within the meaning of §8(b)(2) and §8(b)(1)(A) of the Act.

16. The failure of the Trial Examiner to recommend and order that ILWU make whole Albert G. Crum for any loss of pay he may have suffered by reason of the discrimination against him between January 27, 1949 and April 20, 1949.

17. The finding that the Coast Agreement was "entered into" or executed on December 17, 1948, the day on which it was initialed, and that the un-

fair labor practice based upon the execution of the Coast Agreement was completed on that day (Page 9, lines 7-10).

18. The finding that, under the phraseology of §10(b) of the Act, the complaint based upon the execution of the Coast Agreement could legally issue against WEW in the case of Crum because his charge was filed just within the 6-month period (Page 9, lines 12-15).

19. The finding that the original charge and/or amended charge filed by Albert G. Crum against WEW were timely and/or sufficient under §10(b) of the Act (Page 10, lines 26-32; page 11, lines 1-5).

20. Denying the motion of WEW to dismiss the complaint, insofar as it alleged that WEW engaged in or is engaging in unfair labor practices as to Albert G. Crum, on the ground and for the reason that no charges of alleged unfair labor practices were timely filed against said respondent upon which the complaint could lawfully issue (Official Record, page 37, line 19 to page 38, line 1; page 39, line 5 to page 42, line 17; page 56, lines 10-11).

21. Denying the written motion of WEW to strike from the complaint the words "and its employer-members", and other portions of the complaint related thereto, as specified in said written motion (GC Exh. No. 1-EEE; Official Record, page 28, lines 1-15; page 20, line 8 to page 24, line 4).

22. Denying the motions of Respondent Companies, other than WEW, to dismiss the complaint insofar as it alleged that said respondents, or any of them, engaged in or are engaging in unfair labor

practices as to Albert G. Crum on the ground that no charges of unfair labor practices were filed against said respondents upon which the complaint could lawfully issue (Official Record, page 38, lines 2-13; page 56, lines 9-11; page 42, line 18 to page 44, line 25).

23. Denying the motions of Respondent Companies to dismiss the complaint insofar as the complaint alleges that said respondents, or any of them, engaged in or are engaging in unfair labor practices as to Clarence Purnell, on the ground that no charges of the alleged unfair labor practices were timely filed upon which the complaint could lawfully issue (Official Record, page 38, lines 14-25; pages 56, lines 9-11; page 45, lines 1-19).

24. The finding that the 6-month period of limitations established in §10(b) does not bar the issuance of the complaint, as to either Crum or Purnell, based upon the enforcement of the Coast Agreement (Page 9, lines 24-31).

25. The finding that the charges filed by Purnell on September 21, 1949 against WEW, Alaska Steamship Company, Luckenbach, and Rothschild were "amended" charges, did not create a new cause of action or liability, and were timely filed under §10(b) of the Act (Page 10, lines 1-32).

26. The finding that WEW is an employer within the meaning of the Act (Page 4, lines 54-55).

27. The finding that WEW violated both the substantive and procedural requirements of the Act in granting the Unions the preference-of-employment clauses of the Coast as well as the Dock Agree-

ment and thus violated §8(a)(1), and that by the execution of the Coast and Dock Agreements also violated §8(a)(3) of the Act (Page 12, lines 24-42).

28. The finding that a hiring hall cannot legally exist under the Act with a preferential employment clause such as the Coast and Dock Agreements include (Page 15, lines 1-3).

29. The finding that respondent WEW has engaged in and is engaging in certain unfair labor practices and the recommendation that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act (Page 22, lines 6-10).

30. The finding that respondent WEW, by executing the Dock Agreement and by ratifying the Coast Agreement, each of which agreements contained clauses granting preferences in registration and in employment to longshoremen on the basis of union membership which are illegal under the Act, and by the enforcement of such illegal preference clauses, has discriminated or attempted to discriminate in the hire and tenure of employment of longshoremen, dock workers, and applicants for employment (Page 22, lines 12-20).

31. The recommendation that WEW cease and desist from giving effect to such preferential clauses in the Coast Agreement of December 17, 1948, and the Dock Agreement of February 26, 1949, or to any extension, renewal, modification, or supplement thereto, or to any superseding contracts which, by their terms or in their performance require the Respondents, or their agents, the dispatchers in the

hiring hall in Seattle, Washington, to discriminate in regard to the hire or tenure of employment or any term or condition of employment of any longshoreman or dock worker or applicant for such employment, except in accordance with the proviso in Section 8(a)(3) of the Act (Page 22, lines 20-30).

32. The recommendation that respondent WEW shall separately give notice to dispatchers of the Port Labor Relations Committee at the hiring hall in Seattle, as recommended, and instruct them further that they are in the future not to discriminate among longshoremen and dock workers in their hire or tenure of employment in any way based on membership or non-membership in Local 19 (Page 22, lines 30-39).

33. The conclusion that Waterfront Employers of Washington and its Employer-Members are employers within the meaning of Section 2(2) of the Act (Conclusion of Law No. 1, page 22, lines 55-56).

34. Each and every part of the Recommendations made by the Trial Examiner with respect to Respondent Waterfront Employers of Washington, its officers, agents, successors and assigns, and its Employer-Members, their officers, agents, successors and assigns (Page 23, line 27 to page 24, line 24).

35. The failure of the Trial Examiner to recommend that respondent ILWU cease and desist from giving effect to preferential hiring clauses in the Coast Agreement or Dock Agreement, or to any extension, renewal, modification, or supplement thereto, or to any superseding contracts which, by

their terms or in their performance, require discrimination in regard to the hire or tenure of employment or any term or condition of employment of any longshoreman or dock worker or applicant for such employment, except in accordance with the proviso in §8(a)(3) of the Act.

Dated at Seattle, Washington, this 8th day of May, 1951.

Respectfully submitted,

BOGLE, BOGLE & GATES,
/s/ EDWARD G. DOBRIN,
/s/ J. TYLER HULL,

Attorneys for Respondents Waterfront Employers of Washington, Luckenbach Steamship Company, Inc., Alaska Steamship Company, Rothschild - International Stevedoring Company, Alaska Terminal and Stevedoring Co. and Tait Stevedoring Co. Inc.

Certification of Mailing attached.

[Title of Board and Cause.]

COUNSEL FOR THE GENERAL COUNSEL'S EXCEPTIONS TO THE IMMEDIATE REPORT

The General Counsel of the National Labor Relations Board hereby excepts to the Intermediate Report of Trial Examiner Thomas S. Wilson,

dated April 6, 1951, in the above-entitled proceeding in the following particulars:

1. To the finding that the Dock Agreement also provides for the establishment of a central hiring hall, whereas it merely provides for the use of the hall established by the Coast Agreement.

2. To the finding that the unfair labor practice as to Purnell must have occurred on or after December 22, 1948.

3. To this entire paragraph since the conclusions are immaterial.

4. To the conclusion that the unfair labor practice based upon enforcement does not come into being until that agreement is enforced as to the particular complainant.

5. To the granting of the motion of Local 19 to dismiss the complaint as to it insofar as it relates to the allegations of discrimination against Crum.

6. To the finding that the complaint against ILWU with respect to discrimination against Purnell is barred by Section 10 (b) of the Act.

7. To the dismissal of the complaint insofar as the ILWU is charged with discrimination against Purnell.

8. To the inference left by the language of the Trial Examiner that Section 8 (a) (2) of the Act prohibits only domination or interference with labor organizations and the gratuitous conclusion that the ILWU or Local 19 cannot be dominated or interfered with.

9. To the conclusions implicit in the language of this paragraph that the execution of contracts

containing illegal hiring clauses do not constitute violations of Section 8 (a) (2).

10. To the recommendation that the allegation of Section 8 (a) (2) in the complaint be dismissed.

11. To the failure of the Trial Examiner to draw the inference that the Respondent Unions enforced the illegal provisions of their contracts.

12. To the finding that Purnell's contact with Cornell did not constitute a request for work.

13. To the finding that Purnell did not want work.

14. To the implication that Purnell would have been dispatched had he only reported to the hiring hall.

15. To the conclusion that from September 1948 on Purnell never applied for employment on the waterfront.

16. To the conclusion that Purnell was not physically able to accept employment if offered.

17. To the conclusion that there is no showing that Purnell would not have been dispatched.

18. To the finding that Purnell was not discriminated against by either Local 19 or WEW.

19. To the finding that the ILWU played no part in the operation and maintenance of the hiring hall nor the enforcement of the contracts involved.

20. To the recommendation that the complaint be dismissed in its entirety as to ILWU.

21. To the conclusion that the discrimination against Crum ended as of April 20, 1949.

22. To the recommendation that the complaint

be dismissed as to WEW and Local 19 with respect to Purnell.

23. To the recommendation that back pay owing to Crum be cut off as of April 20, 1949, when he was removed from the registration list.

24. To the conclusion that ILWU has not violated the Act.

Respectfully submitted

/s/ ROBERT E. TILLMAN,
Counsel for the General Counsel.

Dated at Seattle, Washington, this 16th day of May, 1951.

Affidavit of Service by Mail attached.

[Title of Board and Causes.]

EXCEPTIONS TO INTERMEDIATE REPORT AND RECOMMENDED ORDER

Come now the charging parties and except to the Intermediate Report and Recommended Order herein as follows:

1. Charging Party Purnell excepts to the finding that the charge against Alaska Terminal and Tait filed September 21, 1949 was barred by lapse of time, because the discrimination charged was a continuing act which continued up to the filing of the charge. (Pg. 9, lines 45 to 64)

2. Purnell excepts to the finding of the Trial Examiner that he did not make direct applications

for employment to the individual employer respondents and been discriminatorily refused employment, upon the ground that there was adequate proof. (Pg. 10, lines 49-63)

3. Purnell excepts to the conclusion of the Trial Examiner that there was no showing that Purnell would not have been dispatched if he had applied because there was such showing. (Pg. 19, lines 14-21)

4. Purnell excepts to the finding of the Trial Examiner that Purnell did not want work, because it is directly contrary to positive proof. (Pg. 18, line 44)

5. Purnell excepts to the Trial Examiner's finding that there was no showing as to when Purnell became physically fit to work, because there was such showing and because this factor is only relevant to enforcement. (Pg. 19, lines 26-29)

6. Purnell excepts to the Trial Examiner's conclusion that Purnell was not discriminated against by Local 19 and was by WEW. (Pg. 19, lines 31-33)

7. Charging Party Crum excepts to the finding that work in the gear locker is different and divorced from work of a regular waterfront employee dispatched from the hiring hall, because it is directly connected. (Pg. 19, lines 19-56)

8. Crum excepts to the finding that he had been a sporadic and casual worker on the waterfront since 1944. (Pg. 19, line 52)

9. Crum excepts to the failure of the Trial Examiner to find that the act of deregistration of Crum was based, in substantial part, at least, upon

his unemployment during the period when he was discriminatorily refused employment. (Pg. 20, lines 17-22)

10. Crum excepts to the finding that ILWU did not enforce or assist in the enforcement of the Coast and Dock Agreements. (Pg. 21, lines 31-34)

11. Crum excepts to the failure of the Trial Examiner to find that ILWU caused and contributed to discrimination against Crum in hiring by executing and continuing in existence the illegal Coast Agreement. (Pg. 21, lines 31-34)

12. Crum excepts to the finding of the Trial Examiner that the discrimination against Crum ended April 20, 1949, because he was deregistered that date in bad faith and upon the basis that he was a casual worker, a conclusion in substantial part based upon his non-employment because of discriminatory refusal to give him employment. (Pg. 21, lines 44-47)

13. Purnell excepts to the failure of the Trial Examiner to make a conclusion of law that WEW and ILWU, or one of them, have engaged and are engaging in violations of 8 (a) (3) and 8 (b) (2).

14. Crum excepts to the failure of the Trial Examiner to recommend that WEW and Local 19, or one of them, be required to make him whole for any loss of pay as a result of discrimination in employment from January 27, 1949 to date.

15. Purnell excepts to the failure of the Trial Examiner to recommend that WEW and ILWU, or one of them, make him whole for any loss of pay he

may have suffered from thirty (30) days after he was fined to date.

16. Crum excepts to the action of the Trial Examiner in sustaining an exception to the first question on page 272 of the transcript.

Respectfully submitted,

/s/ BASSETT & GEISNESS,
Attorneys for Charging Parties.

Affidavit of Service by Mail attached.

[Title of Board and Causes.]

EXCEPTIONS TO INTERMEDIATE REPORT

Comes now respondent International Longshoremen's and Warehousemen's Union (hereinafter referred to as ILWU) and excepts to the Intermediate Report of the Trial Examiner in the following particulars:

1. The failure of the Trial Examiner to recommend that the complaint against respondent ILWU be dismissed.

2. The recommendation of the Trial Examiner that respondent Local 19, International Longshoremen's and Warehousemen's Union (hereinafter referred to as Local 19) cease and desist from giving effect to those provisions of the collective bargaining contract of December 17, 1948, between respondent ILWU and the respondent employers, and those

provisions of the collective bargaining contract of February 6, 1949, between respondent Local 19 and the respondent employers which grant preference of employment to members of ILWU or Local 19.

3. The recommendation of the Trial Examiner that respondent Local 19 cease and desist from causing or attempting to cause respondent employers to deny employment to any employee or prospective employee of respondent employers because of membership or non-membership in ILWU or Local 19.

4. The recommendation of the Trial Examiner that respondent Local 19 cease and desist from in any other manner causing or attempt to cause respondent employers to deny employment or otherwise discriminate against employees or prospective employees.

5. The recommendation of the Trial Examiner that Local 19 cease and desist from in any manner restraining or coercing employees or prospective employees of respondent employers in the exercise of their right to refrain from any or all of the concerted activities guaranteed to them by Section 7 of the Act.

6. The recommendation of the Trial Examiner that respondent Local 19 notify and direct the dispatchers in the Seattle hiring hall in writing that they are to give no further force or effect to those clauses guaranteeing preference of employment to members of respondent ILWU or respondent Local 19, and that said dispatchers are not to discriminate in regard to hire and tenure of employment of

any longshoreman, dock worker, or applicant for such employment because of his membership or non-membership in respondent ILWU or respondent Local 19.

7. The recommendation of the Trial Examiner that respondent Local 19 post in conspicuous places at its business office and in the hiring hall in Seattle, Washington, copies of the notice attached to the Intermediate Report and marked Appendix B.

8. The recommendation of the Trial Examiner that respondent Local 19 notify the Regional Director for the Nineteenth Region of steps taken to comply with the recommendations contained to said Intermediate Report.

The foregoing exceptions are based upon the fact that there is no evidence, either substantial or otherwise, in the record to support or justify the recommendations to which the foregoing exceptions are taken, nor is there any evidence, substantial or otherwise, in the record to support or justify any of the purported findings in the said Intermediate Report contained on which the said recommendations are allegedly based.

GLADSTEIN, ANDERSEN &
LEONARD,

/s/ By LLOYD E. McMURRAY,

Attorneys for Respondent International Longshoremen's and Warehousemen's Union.

United States of America
Before the National Labor Relations Board

Case No. 19-CB-38—Case No. 19-CB-62

In the Matter of INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and CLARENCE PURNELL (an individual) and ALBERT G. CRUM (an individual).

Case No. 19-CA-220—Case No. 19-CA-229

In the Matter of WATERFRONT EMPLOYERS OF WASHINGTON AND ITS EMPLOYER-MEMBERS and ALBERT G. CRUM (an individual) and CLARENCE PURNELL (an individual).

Case No. 19-CA-227

In the Matter of LUCKENBACH STEAMSHIP COMPANY, INC., and CLARENCE PURNELL (an individual).

Case No. 19-CA-228

In the Matter of ALASKA STEAMSHIP COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-230

In the Matter of ROTHSCHILD-INTERNATIONAL STEVEDORING COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-256

In the Matter of ALASKA TERMINAL AND STEVEDORING CO. and CLARENCE PURNELL (an individual)

Case No. 19-CA-257

In the Matter of TAIT STEVEDORING CO., INC., and CLARENCE PURNELL (an individual).

DECISION AND ORDER

On April 6, 1951, Trial Examiner Thomas B. Wilson issued his Intermediate Report finding, inter alia, that the Respondent Waterfront Employers of Washington[1] and the Respondent Local 19,

[1] Herein referred to as W.E.W.

of International Longshoremen's and Warehousemen's Union,[2] had engaged in certain of the unfair labor practices respectively charged to each by the complaint, and recommending that each of these Respondents and the employer-members of Waterfront Employers of Washington, cease and desist from the unfair labor practices found and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner further found that these Respondents had not engaged in certain other alleged unfair labor practices, and that no other of the Respondents in this case had engaged in the unfair labor practices charged to them, and, accordingly, he recommended the dismissal of the pertinent allegations of the complaint.

Thereafter, exceptions to the Intermediate Report were filed by the General Counsel, the complainants, the Respondent WEW, for itself and its employer members, and the ILWU, for itself and its Local 19. Briefs in support of exceptions were filed by all those challenging the Trial Examiner's findings, except the ILWU.

The Board has reviewed the rulings of the Trial Examiner made at the hearing, and with the exceptions noted below, finds that no prejudicial error was committed. It therefore affirms all procedural rulings of the Trial Examiner other than those spe-

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[2] The International Longshoremen's and Warehousemen's Union is referred to herein as the ILWU, and its Local 19, as "Local 19" or "the Local."

cifically noted below. The Board has considered the Intermediate Report, the briefs and exceptions, and the entire record in this case, and hereby adopts the findings, conclusions and recommendations of the Trial Examiner, with the following additions, and modifications.

A. The discriminatory operation of the Seattle hiring-hall.

This case is concerned with the operation of the Seattle hiring-hall pursuant to contractural arrangements between the Respondent unions, on the one hand, and the Respondent employers, on the other. As the Intermediate Report discloses, these contractural arrangements are embodied in two agreements—one dated December 6, 1948, covering the employment of longshore workers, and the other dated February 26, 1949, covering the employment of dock workers. The former contract, one negotiated between the ILWU and various employer associations following the longshore strike of September-December 1948, embodies in detail the procedure for hiring-hall operations throughout the Pacific Coast area and binds all employers, members of the employer associations signing the contract (of which WEW is one) to hire only through the hiring-halls. This contract, referred to in the Intermediate Report and here as the Coast agreement, is the identical contract the Board first considered in a case against the ILWU in which the Pacific Maritime Association was one of the com-

plainants.[3] It contains the very provision for preferential dispatch of ILWU members which we held, in the PMA-ILWU case, to be proscribed by Section 8 (a) (3) of the Act.

The additional agreement here involved, signed by WEW and Local 19, provides for the use of the hiring hall as established under the Coast contract, for the procurement of dock workers by the employer members of WEW, and specifically incorporates the unlawful preference clauses of the Coast contract.

Because of the inclusion and maintenance of the unlawful preference clauses, the complaint charges WEW and its individual employer members, as employer parties to both agreements, with violations of Section 8 (a) (3), 8 (a) (2) and 8 (a) (1) of the Act, and Local 19, union party to the Dock agreement, with violations of Section 8 (b) (2) and 8 (b) (1) (A).[4] Respondents assert certain

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[3] International Longshoremen's and Warehousemen's Union, et al., 90 NLRB 1021. This case is hereafter referred to as the PMA-ILWU case. More recently, the hiring hall procedures contained in that contract, as applied to certain individual employees in the San Francisco area, were considered in a case against the ILWU in which two individuals, Roosevelt Stafford, and Joseph Sorce, were the complainants. International Longshoremen's and Warehousemen's Union, et al., 94 NLRB No. 159. This case is hereafter referred to as the Sorce and Stafford case.

[4] The General Counsel's representative stated on the record that the omission of the ILWU from the portions of the complaint alleging the inclusion and

procedural defenses to these allegations. Primarily these defenses are predicated on the premise that, contrary to the provisions of Section 10 (b) of the Act, more than six months elapsed between the date the charges were filed and served, and the respective execution dates of the agreement.

More specifically, as to the Coast agreement, the Respondent WEW urges that its unfair labor practice (if any) of "executing" the unlawful preferential hiring contract was consummated on or about November 25, 1948, when the parties hereto orally affirmed it, and that hence the charge filed by Crum on June 14, 1949, was clearly "untimely." The record shows, however, that the complete Coast agreement was not formally signed and executed until February 1949, a date clearly within the 6-month period preceding the filing and service of the June 14 charges. And, irrespective of whether a "cause of action" may have previously arisen because of oral agreement to the clauses found unlawful, it is clear that a new "cause of action" arose when the inclusion of such clauses in the completed contract was formally ratified and sanctioned. We find, therefore, as did the Trial Examiner, that there is no procedural bar to the assessment of unfair labor practice liability against WEW on the basis of its

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maintenance of the unlawful preference clauses in the Coast agreement to be unlawful was due to the fact that the Board's outstanding order against the ILWU, issued in the PMA-ILWU case (op. cit. supra), involved the identical Coast contract, and hence there was no need for further litigation of the same unfair labor practice in this case.

execution and effectuation of the unlawful preference clauses of the Coast agreement.

As to the Dock agreement, the exceptions of the Respondents WEW and Local 19, which aver that the procedural requirements of the 10 (b) proviso were not met, point out that the only charges filed and served within 6 months of the execution date of this agreement did not specifically identify that contract with the unfair labor practices charged. Like the Trial Examiner, we find no merit in these exceptions. As we have pointed out in a number of decisions,[5] the filing and service of a charge stops the running of the 6-month limitation provisions of Section 10 (b), as to any unfair labor practice committed within the 6-month period preceding the filing and service of the charge and/or any period subsequent thereto, whether or not the charge particularly mentions the acts involved. We therefore adopt the finding of the Trial Examiner that the complaint properly alleged, as to both WEW and Local 19, the unfair labor practices reflected by the execution and maintenance of the Dock agreement.

The Trial Examiner concludes, and we agree, that the Respondent WEW violated Section 8 (a) (3) and (1) of the Act by its execution and maintenance of the Coast and Dock agreements, and that the Respondent Local 19 violated Section 8 (b) (2) and 8 (b) (1) (A) of the Act by its execution and main-

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[5] E.g. Cathey Lumber Co., 86 NLRB 157; Ferro Stamping Co., 93 NLRB No. 252; Olin Industries, Inc., 97 NLRB No. 26; See also NLRB vs. Westex Boot and Shoe Co., 190 F. 2d (C.A.5).

tenance of the Dock agreement. He dismissed, however, the allegation of the complaint additionally charging that the Respondent WEW's activities were violative of Section 8 (a) (2) of the Act. We find merit to the General Counsel's exception to such dismissal. In accordance with established precedent,[6] we hereby find that by its execution and maintenance of the Coast and Dock agreement the Respondent WEW also violated Section 8 (a) (2) of the Act.

As noted above, the complaint also charges the individual members of WEW with violations of Section 8(a)(1), 8(a)(2) and 8(a)(3) of the Act, based partly upon their connection with the unlawful contractual arrangements, and partly upon the alleged commission by some of them of independent conduct violative of the Act. The Trial Examiner found that none of the individual employer Respondents committed the independent unfair labor practices charged to them, but held that each of them was individually responsible for the unfair labor practices committed by WEW. Accordingly, he included each of them within the directive of the remedial order. We agree with the Respondent WEW, however, that such an order is not appropriate here.

The record shows that only 5 of the individual

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[6] E.g., Julius Resnick, Inc., 86 NLRB 38; Federal Stores, Inc., 91 NLRB No. 106; New York State Employers Association et al., 93 NLRB No. 14; Strauss Stores, Inc., 94 NLRB No. 80. See also the PMA-ILWU case, supra.

employers, those named in Case Nos. 19-CA-227, 228, 230, 256 and 257, were actually served with the complaint and notice of hearing. The remaining individual employers are therefore not properly before us.[7] We shall therefore dismiss the complaint as to this group on that ground.

As to the five which were served with the pleadings, the Trial Examiner recommended dismissal as to two (Alaska Terminal and Tait) on the ground that they were not timely served with charges. As no exceptions were filed to this recommendation, we adopt it, whether or not we would otherwise agree with it, and shall dismiss the complaint as to Alaska Terminal and Tait. As to the remaining three (Alaska Steamship, Luckenbach and Rothschild), the Trial Examiner dismissed on the merits,[8] but since they were timely served, there is no procedural bar to their inclusion in the order. However, quite apart from any legal questions as to their responsibility for the unfair labor practices committed by WEW because of their membership therein, we do not believe, under the circumstances

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[7] See Section 10 (b) and (c) of the Act.

[8] In the case of Alaska Steamship and Luckenbach, the Trial Examiner dismissed upon findings that the record did not establish the existence of an employer-employee relation with respect to the kind of workers affected by the unfair labor practices alleged. In the case of Rothschild, the Trial Examiner's dismissal was based upon a finding that the evidence did not sustain its commission of the specific conduct attributed to it. No exceptions were filed to these rulings.

of this case, that it would effectuate the policies of the Act to include only these three employers in the order.

Our inability or failure to include any of the individual employers in the Board order does not preclude the issuance of directives to WEW to utilize all powers it possesses, by virtue of its relationship to such members, to insure their cooperation in the effectuation of the objectives of our order. The record here establishes that WEW is empowered under its charter, to force each of its members to participate in discharging liabilities which may accrue to WEW as a result of action taken by it in its representative capacity, and within the scope of its broad authority in matters concerning labor relations. In these circumstances, we believe it will effectuate the policies of the Act to require WEW to invoke the powers it has thus been granted by its members. Our order shall accordingly include such a provision.

There remains, as to WEW, a question as to whether we should order it, as part of the remedy for its unlawful execution and maintenance of the contracts here in issue, to set aside the entire contracts and to withdraw recognition from the Respondent Unions until certified by the Board. The Trial Examiner failed to recommend such a remedy; he merely ordered the deletion of the specific contract provisions found to be unlawful, and enjoined their enforcement or re-execution. Although such a limited order was recommended by the Trial

Examiner in the light of his dismissal of the 8 (a) (2) allegations, we note that the General Counsel takes no exception to the scope of the remedy so recommended by the Examiner, and indeed, affirmatively requested that we not expand it. None of the other parties has excepted to the order. In these circumstances, we shall, in accord with analagous precedent,[9] adopt the Trial Examiner's recommendation in this respect without substantial change.

B. The discrimination against Crum and Purnell.

The additional allegations of the complaint are based upon charges that the hiring-hall dispatchers denied dispatch privileges to longshoremen Albert Crum and Clarence Purnell on and after certain dates, because they lost their membership status in the Respondent Unions and thus fell outside the class of persons entitled to the benefits of the unlawful union security provisions of the Coast agreement discussed above, and that accordingly Crum and Purnell were discriminatorily precluded from obtaining work with any longshore employer.

In defending these charges, the Respondent parties conceded, in effect, that if the hiring-hall dispatchers did in fact refuse dispatch to these individuals (or any others) such a refusal was tantamount, under the hiring-hall arrangement, to a

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[9] See The Squirt Bottling and Distributing Co., 92 NLRB 1667. Compare the PMA-ILWU case.

refusal of the longshore employers to hire.[10] Each claimed, however, that neither Crum nor Purnell applied for work at any of the times here material and that no "refusal" to dispatch could thus be established. In addition, the Respondent Local contended that in any event the complaint against it should be dismissed because of certain alleged procedural defects; and Respondents ILWU and WEW each asserted that irrespective of what the facts might show as to the conduct of the hiring-hall dispatchers, neither of these Respondent parties was legally responsible for the dispatchers' conduct. It thus appears that apart from the questions of liability, which we discuss separately below, we need only examine, for purposes of determining the factual validity of the complaint on the issue of discriminatory refusal to hire, those of the record facts that may establish whether, and for what reasons, the hiring-hall dispatchers refused to refer Crum and Purnell to available employment.

The Trial Examiner found that, in Crum's case, there was no merit to the Respondents' contention that Crum had failed to apply for work at the hiring-hall in the customary manner. He found, further, that on or after January 29, 1949, the hiring-hall dispatchers refused to dispatch Crum to available employment because, under the Respondent Local's intra-union regulations, Crum lost all

[10] Under the terms of the Coast agreement, the longshore employers were bound to hire all their employees through the hiring-hall, so long as the latter had any applicants available for dispatch.

his membership privileges on that date by failing to pay the $2400 fine previously assessed against him by the Respondent Local's Executive Committee. We agree with the Trial Examiner, but do not believe, as he apparently did, that in refusing to dispatch, the dispatchers were acting pursuant to Rule 17[11] of the dispatching rules incorporated in the contract. For, as the Respondents point out, the "penalties" referred to in that rule involve penalties assessed for failure in the performance of employment obligations, rather than for delinquencies in obligations arising purely out of the possession of union membership status. We are of the view, rather, that in refusing Crum dispatch privileges, the hiring-hall dispatchers were acting solely under the authority granted to them under the unlawful security clause of the Coast agreement to grant preferential dispatch privileges only to members of the ILWU. And, although the Trial Examiner made no specific finding that Crum's membership privileges in the ILWU were adversely affected by the Local's withdrawal of membership status, there is no question on this record but that this was so. Thus, it is clear from the ILWU's constitution and by-laws that membership in the ILWU is conferred only through the grant of membership by the Locals.[12] Hence ILWU membership is adversely af-

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[11] This rule provides that "no man is to be dispatched for work when there is a penalty against him."

[12] The only provision under the ILWU constitution for membership in the ILWU, apart from the

fected whenever a Local takes adverse action on a member's status. We so find.

In the case of Purnell, as appears more fully in the Intermediate Report, his loss of membership privileges in the Respondent Unions occurred under circumstances similar to those established in the case of Crum. The $2400 fine in his case was imposed on or about January 3, 1949, and upon his delinquency in payment, on February 3, 1949 he, like Crum, became automatically "debarred" under the Union's rules from "any and all benefits" of membership.[13] The Trial Examiner found, in effect, however, that there was not sufficient evidence to establish a "refusal" by the hiring-hall dispatcher to refer Purnell to available work following this withdrawal of membership status in view of: (1) the testimony of Chief Clerk-Dispatcher William Laing that Purnell's name was still on the plug board and that if he had applied, he could have been, and still could be, dispatched; and (2) Purnell's admission that he had not attempted to "plug-in" on the hiring-hall's board at any time here material. The Trial Examiner reasoned that,

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Local, is in the case of persons belonging to a "dissolved local". Such persons have the privilege of retaining membership in good standing with the International until they affiliate with some other "Local", by payment of $1.00 per month plus any other (International) assessments. Article IX, Section IV of the ILWU constitution and bylaws, as amended, to April 9, 1949.

[13] The quotations are from Section 4, Article IX, of the Local's Constitution and by-laws.

although he entertained "large doubts as to the accuracy and truth" of Laing's testimony with respect to the continuation of Purnell's dispatch privileges following his delinquency in payment of the fine, nevertheless "it would be pure speculation and surmise to find to the contrary" in the light of Purnell's admitted failure to apply at the hiring-hall for work. We do not agree. For we believe that the "truth and accuracy" of Laing's testimonial representation is impugned both by the statements made by Laing and the Local Union's secretary to Purnell at a time contemporaneous with the events complained of, and by the independently established objective facts in this record, particularly the treatment accorded Crum for his failure to pay a similar assessment. As an affirmative proposition, we believe that Laing's contemporaneous conduct toward Purnell was such as to excuse Purnell's failure to apply for work, and to permit findings of discrimination, absent affirmative evidence that Purwas offered dispatch during times here material.

The record shows that, as Purnell testified, any application by him for work following the Local's suspension of his membership would have been a useless gesture. Thus, examination of the methods by which the Local "policed" the hiring-hall's administration of the Union's security provisions[14] and the operation of "bug" procedure, establishes that it was the invariable practice of the Union to

[14] The Local's administration of the union security provision was by virtue of delegation to it by the ILWU.

notify the hiring-hall of any changes adversely affecting membership status,[15] and a routine procedure for the hiring-hall to remove the names of the affected individuals from the "regular" dispatch boards containing the names of Union members.[16] No showing was made by any of the Respondents that there were any independent circumstances in Purnell's case which precluded application of the "bug" procedure. On the contrary, the undisputed evidence establishes affirmatively that Purnell's situation was treated by the Union and the hiring-hall exactly as was Crum's. Thus, Purnell testified with-

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[15] As part of the effective administration of the union security contract rights, the Respondent Local has provided for the "policing" of the hiring-hall dispatching office by its business agent who must "see that only local members are employed or those authorized by the Local and see that members keep themselves in good standing. He shall have the power to examine dues books on the job * * * and shall see that all members abide by and maintain the working laws of this Local". See Article VIII, Section 5 (b) of the Local's by-laws.

[16] The record shows that there are 2 boards in the hiring-hall; one, the regular dispatch board which contains the names of all registered longshoremen, and the other a "casual" board, containing the names of any other persons who come in to seek work through the hiring-hall. Under the dispatch system, the first of any group of applicants who may apply to be dispatched to work, are those registered longshoremen who are also Union members; next are the registered longshoremen who may not be Union members, or whose membership status may have been adversely affected. After all registered persons have been dispatched, "casuals" are then sent out.

out contradiction, and the Trial Examiner found, that shortly after imposition of the fine by the Respondent Local, Purnell telephoned the hiring-hall dispatching office and spoke to Chief Clerk-Dispatcher Laing with a view to obtaining a "statement of availability" form required under the State Compensation laws as a condition of obtaining unemployment benefits. According to Purnell, Laing told him on this occasion that he still had "30 days" in which to work, that hence the "statement of availability" form would not be supplied, and, in effect, offered Purnell a job at that time.[17] Purnell, in turn, stated that he could not accept work at that time, due to an arthritic condition. It appears further that later, toward he end of the 30-day period following imposition of the fine, Purnell again telephoned the hiring-hall and again spoke to Clerk-Dispatcher Laing, renewing the request for an "availability" statement.[18] On this occasion, Laing did not offer Purnell employment, but told him "he [Laing] thought [Purnell's] time was up and [Purnell] couldn't work any more until [he] paid [his] fine." Laing also refused to give the "availability" statement, and referred Purnell to Bill Clark, Secretary of the Respondent Local, for any further inquiries in that connection. Clark likewise indicated he would not authorize the signing of the

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[17] Compare the similar treatment of Crum.

[18] The Trial Examiner mentioned only one conversation. However, Purnell testified that he called the hiring-hall on two different occasions. We credit his testimony.

"statement" and similarly told Purnell he "couldn't work any more until [he] paid his fine."

In the light of the foregoing circumstances, we find that Purnell's application for work would have been a futile gesture. Under well-settled principles, his making that futile gesture is not a prerequisite to a finding of discrimination.[19]

We find further, on the basis of the facts set forth above, that the hiring-hall dispatchers denied dispatch to Purnell because, as in the case of Crum, by his delinquencies with respect to the outstanding union fine, he fell outside the class of persons, viz. "members" of the union, entitled to the benefits of the unlawful preference-in-dispatch provisions of the Coast agreement. In so finding, we are aware of the fact that Purnell was suffering from an arthritic condition, and that, as a consequence, he had refused employment proffered him by the hiring-hall dispatching office before the withdrawal of dispatch privileges was effected, and that the record does not show when Purnell became physically fit to work. The absence of such a showing, however, in a situation such as this, affects only the framing of a back-pay order. It does not go to the substantive issue of discrimination; nor does it operate to relieve the Respondents from the obligation to offer Purnell employment opportunity. For, as above indicated, we are satisfied that so long as Purnell's membership remained in a "suspended" status, the privileges of the hiring-hall were wholly unavail-

[19] See J. R. Cantrall Co., 96 NLRB No. 124, Utah Construction Co., 95 NLRB No. 30.

able to him, just as they were unavailable to Crum, without regard to his physical ability to do longshore work.

C. Responsibility for the discrimination against Crum and Purnell.

(a) Local 19.

The Trial Examiner refused to hold Local 19 responsible for the discrimination against Crum, because Crum failed to file charges against the Respondent within 6 months from January 29, 1949, the date the hiring-hall's discrimination occurred. However, for reasons indicated in Section A above, it is clear, and we find, that the "timely" charges filed by Purnell provided a sufficient basis for the litigation of Local 19's discrimination not only as to Purnell, but also as to Crum. As the record shows that the dispatchers were selected by Local 19, and were the ones engaged directly in administering the hiring-hall's dispatch arrangement, Local 19's responsibility for the unfair labor practices is clear. We find, therefore, that the Respondent Local has engaged and is engaging in violations of Section 8 (b) (2) and 8 (b) (1) (A) of the Act.

b. The ILWU.

The Trial Examiner substantively found that no liability for the hiring-hall's discrimination could be attributed to the ILWU,[19a] in view of the latter's

[19a] In view of Crum's "timely" charges against the ILWU, as described in the Intermediate Report, we find, contrary to the Trial Examiner, and

delegation to the Local of its contractual powers with respect to the hiring-hall, and the absence of evidence indicating specific knowledge and ratification by the ILWU of the acts forming the subject of the complaint. However, for reasons set forth in the Board's decision in the Sorce and Stafford,—ILWU case (94 NLRB No. 159), we believe that the ILWU's delegation of its contractual powers to the Local furnishes no basis for relieving it from liability. This is particularly true where, as here, the discriminatory acts of the hiring-hall reflected the application of unlawful union-security provisions contracted by the ILWU for its own benefit (as well as the Local's), and vesting in it the overall power of their administration. We find, therefore, that the ILWU is jointly and severally liable, together with the Local, for violations of Sections 8 (b) (2) and 8 (b) (1) (A).

(c) The WEW.

The Trial Examiner held the WEW responsible for such individual discrimination as he found. In excepting to this holding, WEW contends that it cannot be held liable under the contract because "the alleged refusal to dispatch * * * did not flow from the contract and from any system established under the contract. It was purely an unauthorized unilateral act by the Respondent Union." We find no merit in this contention and agree with the Trial

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for the reasons indicated above, that there is no procedural bar to the assessment of liability against the ILWU for the discrimination in the case of Purnell, as well as Crum.

Examiner, adopting only so much of his reasoning as is consistent with our views herein.

In our opinion, the liability of the WEW stems from the fact that it was one of the Employer signatories to the contract which established the unlawful hiring-hall arrangement. Under this arrangement, it was agreed that all hiring would be done through the hiring-hall, that the dispatcher—the person in charge of the day-to-day dispatchment of men—was to be selected by the Union signatory and that in dispatching men for jobs, "members" of the Union were to be given preference. Since the discrimination against Crum and Purnell because of this loss of good standing membership[20] was, in our opinion, at least the reasonably to be anticipated result of the administration of the contractual preferential hiring-hall procedure, we shall, in accord with applicable decisions, hold the WEW responsible therefor.[21]

But we need not base our conclusion on this ground alone. For the record convinces us that the denial of employment to members who, like Crum and Purnell, had lost their good standing, was well within the contemplation of the contractual "mem-

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[20] As found above, Crum and Purnell were in effect denied employment because their failure to pay the fine assessed by the Local resulted in the loss of all beneficial attributes of membership in both the Local and the ILWU.

[21] Cf. Childs Co., 93 NLRB No. 35; Consolidated Western Steel Corporation, 93 NLRB No. 210; Del E. Webb Construction Co., et al, 95 NLRB No. 17; Utah Construction Co., 95 NLRB No. 30.

ber'' preference clause. The hiring-hall system provided for the registration of applicants and also superimposed a discriminatory preference in the dispatching of union ''members''. That the word ''member'' when used in the context of a union's security clause means ''member in good standing'' is clear.[22] In any event, it is apparent that in administering the hiring-hall, it was the established practice not to dispatch ''members'' who had ''bugs'' against their names for failure to pay their union dues or fines. The record convinces us that the WEW knew such to be the established practice and acquiesced in it. Thus Cornell, the president of WEW, admitted that he had heard ''rumors'' of this practice and, according to the credible testimony of Purnell, had been advised that Purnell was being denied dispatching rights because he had not paid the fines assessed by the Union.

We conclude therefore that liability for the hiring-hall's discriminatory denial of dispatch privileges to Albert Crum and Clarence Purnell is attributable to the Respondent WEW and that, accordingly it has engaged in, and is engaging in, violation of 8 (a) (3) and 8 (a) (1) of the Act.

D. The remedy for the hiring-hall's discrimination against Crum and Purnell.

Selection of the appropriate remedies for the vio-

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[22] See Firestone Tire & Rubber Co., 93 NLRB No. 161, where the Board construed the word ''member'' in a similar context to mean ''member in good standing.''

lations affecting Crum involves, inter alia, consideration of the effect to be given to the "deregistration" action of the Committee taken April 20, 1949, at the request of the Union members of that Committee, pursuant to which Crum's name was removed from the port registration lists. This action, apart from his failure to pay the Union's assessment, precluded his normal employment through the hiring-hall rotation system.[23] Because the union's demand was made under color of a long-established non-discriminatory "employment" policy on the waterfront (promulgated to discourage the "casual" worker), the Trial Examiner reasoned in effect that the "deregistration" was valid. He held that it operated as a bar both to the entry of an order directing the Respondents to take steps looking toward the reinstatement of Crum's hiring-hall privileges, and to the grant of back-pay beyond April 20, 1949. The proponents of the complaint strongly except to the Trial Examiner's findings.

In support of his exceptions, the General Counsel

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[23] The Port registration lists contain the names of all registered longshoremen. Under the terms of the Coast agreement, additions to, or renewals from, such lists are entrusted to the Committee. The registration system serves to identify the workers who are entitled to be dispatched from the hiring hall, subject to the regulations of the hall and to the unlawful preferential dispatch practices in favor of union members. As noted above, persons who seek employment through the hiring-hall, although not "registered" on the lists, are deemed "casuals", and, under the regulations of the hall, will be dispatched only after all available "registered" persons have been dispatched.

contends, that irrespective of the validity of the Trial Examiner's subsidiary findings concerning the applicability of the "employment" policy to Crum, and the "good faith" of the reasons underlying its application to him,[24] the Board should not permit the Respondents to assert this kind of action as a bar to an unconditional reinstatement and back pay order. We agree.

It is well settled that the appropriate means to remedy unfair labor practices is a matter over which the Board enjoys broad discretion. We have customarily held, with judicial approval, that the policies of the Act can best be effectuated by ordering reinstatement with back pay to victims of discriminatory hiring and discharge practices. Under this approach, persons responsible for such discriminatory loss of employment incur an immediate liability to restore the status quo ante.[25] We do not believe that it would effectuate the policies of the Act to permit the Respondents to limit or terminate their liability by this voluntary action in retroac-

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[24] Such subsidiary findings are the subject of specific exception both on the part of the General Counsel and of counsel for the Charging Parties.

[25] Cf., inter alia, Salmon & Cowan, Inc., N.L.R.B., 148 F. 2d 941 (C.A.5), enforcing 57 NLRB 845, where the employer sought to assert a long-existing physical infirmity of an employee discriminatorily discharged as a reason for the Board's withholding issuance of the normal (unconditional) reinstatement order. The Court approved the Board's refusal to consider such infirmity in framing its order, despite the employer's claim that he did not discover the infirmity until after the discharge.

tively applying a rather elastic rule during the period of the discrimination.[26] But even if it be assumed that the parties acted in good faith in "deregistering" Crum, it is clear that his loss of employment was in no way related to that action; for he had already been effectively and permanently debarred from all opportunity to obtain employment on a non-discriminatory basis. Moreover, the effects of discriminatory acts such as are here involved are not confined to the specific victims alone. This is particularly true, where, as here, the discrimination is but a specific act in furtherance of an overall discriminatory hiring policy given specific contract sanction. In such a situation, we cannot be certain that the effect of the unfair labor practices will be completely eradicated by any remedy short of an unconditional order presently commanding fulfillment of the obligations the Respondents incurred at the time of the initial discrimination.

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[26] The record shows that "deregistration" of part-time longshoremen was not effected by regular established routine, but only on a "hit-and-miss" method, whenever one of the members of the Port Labor Relations Committee felt "moved" to survey the employment records of longshoremen. Moreover, as the record indicates, even on a showing that a worker was a "part-time" longshoreman, the Committee still retained discretion to decide whether or not to remove such worker from the registration lists. Thus, Crum's name had apparently been "brought up" to the Committee for "deregistration" by the Union on a prior occasion, but the Committee had refused to act because it believed Crum's failure to do longshore work, full-time had been due in part to an injury.

But aside from the foregoing reasons for the fullest exercise of our remedial power in Crum's case, we find no warrant in the record for any claim that the deregistration reflected "good faith" application of the waterfront "employment" policy. On the contrary, as we view the evidence pertinent to this issue, we can only infer that the "deregistration" was a deliberate act in furtherance of a considered scheme to evade compliance with the obligations imposed by the statute. Thus the record shows that Crum's colorable failure to "accept his work responsibilities" in relation to the hiring-hall predated the events involving Crum which form the subject of complaint. Nevertheless such failure was not invoked as a means of denying Crum access to the hiring-hall until such time as it clearly appeared that Crum would not comply with the Union's demand that, as the price of restoration of hiring-hall privileges, he remove the cause of the suspension of his membership—i.e., the non-payment of the $2400 fine. Furthermore, as the admissions of Dispatcher Laing establish,[27] the Union's demand upon the Committee for the application of the "employment" policy to Crum, as well as the approval of such action by the Union representa-

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[27] Laing was the clerk-dispatcher, appointed by the Chief Dispatcher for that office, who instigated the "deregistration" action in Crum's case, upon instructions from the Local. He was the same person who told Purnell that he could not obtain work until he paid his fine.

tives on the Committee,[28] reflected a deliberate and unexplained departure from the standards normally utilized by the Union in determining whether or not invocation of the "employment" policy was appropriate in a particular case. Thus, Laing admitted at the hearing that a worker would not ordinarily be reported to the Committee for "low earnings" at longshore work, where the "absence" of the worker from such work had been due either to physical disability, or to his employment at "gear locker" work. Laing further admitted that he had reported Crum's name to the Committee for "low" earnings in a prior year, but "nothing was done" because it was discovered that Crum had been injured on the waterfront. As Crum further testified that he had accepted "gear locker" work during a larger part of the four year period utilized by the Committee to determine whether Crum's earnings were "low", because of the injuries he suffered on the waterfront, and these facts were either known to, or were readily ascertainable by, the members of the Committee, it is plainly evident that the "deregistration" action here involved was extraordinary. In the absence of any other explanation, and in the background of the prior discrimination of the hiring hall against Crum, it is reasonable to infer, and

[28] The removal of the name of a worker from the Port registration lists requires the majority vote of the members of the Port Labor Relations Committee. As noted above, one-half the members of such committee are Union representatives and one-half are management representatives.

we find, that at the very least the "deregistration" did not reflect a "good faith" application of the waterfront employment policy.

We conclude, for all the foregoing reasons, that to effectuate the policies of the Act, our order should require the Respondents to take appropriate measures to restore to Crum all dispatch privileges of the hiring hall without regard to his union membership status, or to the "deregistration," and to make him whole for all loss of pay suffered as a result of the Respondents' discriminatory denial of hiring-hall privileges to him. The same restoration of hiring-hall privileges and payment of lost pay shall be ordered in the case of Purnell. In accordance with the Board's usual policy, the back pay computation: (1) shall exclude, in both cases, the period between the date of the Intermediate Report and the date of this decision and order; and (2) shall otherwise be made in accordance with the formula set forth in F. W. Woolworth and Co., 90 NLRB No. 41. In addition, as to Purnell, the "back-pay" computation shall, of course, exclude the periods when Purnell was physically unable to do longshore work.

As we have found that both the Respondent WEW and the Respondent Unions are responsible for the discrimination suffered by Crum and Purnell we shall order all the Respondents jointly and severally to make these employees whole for the loss of pay they may have suffered by reason of the discrimination against them. However, under the particular facts of this case, it would be inequitable

to permit WEW's liability to increase despite the possibility of its own willingness to cease authorizing the discriminatory exercise of hiring power by the hiring-hall dispatchers, in the event that the hiring-hall dispatchers should fail to make dispatch privileges promptly available to so entitled under the terms of our order. We shall therefore provide that the Respondent WEW may terminate its liability for further accrual of back pay to Crum and Purnell or either of them by giving the notices specified in our order to the hiring-hall dispatchers, the Port Labor Relations Committee, its Employer members and Crum and Purnell.[29] The Respondent WEW shall not thereafter be liable for back pay occurring 5 days from the giving of such notices. Absent such notification, the Respondent WEW shall remain jointly and severally liable with the Respondent Unions for all back pay to Crum and Purnell that may accrue until the hiring-hall dispatchers comply with our order for restoration of dispatch privileges.

ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

1. Waterfront Employers of Washington, Seattle, Washington, and its officers, agents, successors, and assigns, shall:

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[29] Cf. Pinkerton's National Detective Agency, Inc., 90 NLRB 205, 213.

A. Cease and desist from:

1. Discriminating in the hire and tenure of employment of employees by: (a) maintaining in effect, or participating in any manner in the enforcement of, the union-security provisions of the "Pacific Coast Longshore Agreement" dated December 6, 1948, and of the "Dock Workers Agreement for the Port of Seattle," dated February 26, 1949, which authorize the hiring-hall for the Port of Seattle, to grant preference in dispatch to members of the ILWU and/or Local 19; or (b) entering into, renewing, or participating in the enforcement of, any like or related agreements or arrangements which have the effect of imposing upon the employees or prospective employees of its employer members, the requirement of union membership as a condition of employment, unless such agreement or arrangement conforms to the requirements of Section 8 (a) (3) of the Act;

2. In any other manner, interfering with, restraining, or coercing employees of its employer members in the exercise of the rights guaranteed them in Section 7 of the Act, except to the extent that such right may be affected by an agreement made in accordance with the provisions of Section 8 (a) (3) of the Act, requiring membership in a union as a condition of employment.

B. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

1. Jointly and severally with the Respondents ILWU and Local 19, make Albert Crum and Clar-

ence Purnell whole in the manner specified in this Decision and Order, for any loss of pay suffered by them as a result of the discrimination of the Seattle, Washington, hiring-hall against them;

2. Upon request, make available to the National Labor Relations Board, or its agents, for examination and copying, all payroll records, social security payment records, time cards, personnel records and reports, and all or any other records necessary for the determination of the amount of back-pay due under the terms of this order;

3. Notify the Port Labor Relations Committee, and the dispatchers of the Seattle, Washington hiring-hall in writing, and furnish copies of such notices to Crum and Purnell, that the hiring-hall dispatchers: (a) are not to give force or effect to those provisions of the Coast and Dock agreements authorizing the preferential dispatch of members of the ILWU and Local 19; (b) are not to discriminate in any other manner in the hire and tenure of employment of any applicant for employment through the hiring-hall because of their failure to acquire or retain membership status in the Respondent Unions and (c) are to make promptly available to Albert Crum and Clarence Purnell all dispatch privileges of the hiring-hall upon request, in accord with such non-discriminatory conditions existing at the time of the discrimination against them, and, in Crum's case, without regard to the "deregistration" action of April 20, 1949.

4. Notify, in writing, each and every employer of the employees covered by the terms of the con-

tract mentioned in Paragraph I (A), (1) of the terms of this order, and request that each of them take all steps necessary (including the transmission by each to the hiring-hall dispatchers, of a written copy of the notice specified in Paragraph 3 above) to insure that the dispatchers of the hiring-hall will not discriminate against any applicant for employment because of his failure to acquire or retain membership status in the ILWU or Local 19.

5. Invoke such powers and rights as it may have as to each member of Waterfront Employers of Washington who employs workers covered by the agreements mentioned in paragraph I (A) (1) above, or who utilizes the facilities of the Seattle, Washington, hiring-hall, in order to discharge its financial obligations under this order, and to insure the cooperation of each such employer in effectuating the terms of this Order.

6. Post in conspicuous places in its business offices and in the Seattle hiring-hall, including all places where notices to its employer members and/or their employees are customarily posted, copies of the notice attached hereto, and marked Appendix A.[30] Copies of this notice, to be furnished by the Regional Director for the Twentieth Region shall, after being duly signed by officials of the Respondent WEW, be posted immediately upon receipt

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[30] In the event this order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

thereof and maintained for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by Respondent WEW to insure that said notices are not altered, defaced, or covered by other material.

7. Notify the Regional Director for the 20th Region in writing, within ten (10) days from the date of this Decision and Order, what steps it has taken to comply therewith.

II. Respondents, Local 19 and ILWU, and their respective officers, agents, representatives, successors and assigns shall:

A. Cease and desist from:

(1) Giving effect to the union-security provisions of such of the agreements, described in Paragraph I (A) (1) above, to which they are a party, and/or participating in the enforcement of such union-security arrangements whether or not they are signatory parties thereto.

(2) Entering into, renewing, or agreeing to, or participating in the enforcement of, any like or related union-security agreement or arrangement which has the effect of imposing upon employees, or prospective employees, of employers who utilize the Port of Seattle hiring-hall, the requirement of union membership as a condition of employment, unless such arrangement or agreement conforms to the requirements of Section 8 (a) (3) of the Act.

(3) In any other manner, requiring, directing, or inducing the dispatchers of the Seattle, Washington hiring-hall to discriminate in the granting of dispatch privileges to Albert Crum and Clarence

Purnell, or any other employee, or prospective employee, because of their failure to acquire and/or retain membership status in the Respondent Unions, or any other labor organization, unless an agreement authorizing imposition of union membership as a condition of employment be made in accordance with the provisions of Section 8 (a) (3) of the Act.

(4) In any other manner, causing or attempting to cause the employers who utilize the Seattle, Washington hiring-hall, or any of them, or their officers, agents, successors, or assigns, to discriminate in the hire and tenure of employment, or any condition of employment, of any employee, or prospective employee, in violation of Section 8 (a) (3) of the Act.

(5) In any other manner, restraining or coercing employees, or prospective employees of the Employers who utilize the Seattle, Washington hiring-hall, in the exercise of the rights guaranteed employees in Section 7 of the Act, except to the extent that such rights may be affected by an agreement (made in accordance with the provisions of Section 8 (a) (3) of the Act) requiring membership in a union as a condition of employment.

B. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

1. Jointly and severally, and jointly and severally with the Respondent WEW, make Albert Crum and Clarence Purnell whole in the manner specified in this Decision and Order for any loss of

pay suffered by them as a result of the discrimination of the Seattle, Washington hiring-hall, against them.

2. Notify the WEW, the Port Labor Relations Committee, the Seattle, Washington hiring-hall dispatchers, and the employers who utilize the hiring-hall, in writing, and furnish copies of such notices to Crum and Purnell, that the hiring-hall dispatchers: (a) are not to give force or effect to those provisions of the Coast and Dock agreements authorizing the preferential dispatch of members of the ILWU and Local 19; (b) are not to discriminate in any other manner in the hire and tenure of employment of any applicant for employment through the hiring-hall because of his failure to acquire, retain membership status in the ILWU and Local 19 and (c) are to make promptly available to Albert Crum and Clarence Purnell all dispatch privileges of the hiring-hall upon request, in accord with such non-discriminatory conditions existing at the time of the discrimination against them, and, in Crum's case, without regard to the "deregistration" action of April 20, 1949.

3. Notify and direct their representatives or agents who are members of the Seattle Port Labor Relations Committee to take such action as is necessary to restore the name of Albert Crum to the Port Registration lists.

4. Post in conspicuous places in the Seattle, Washington, hiring-hall, and in their respective business offices, including all places where notices to their members are customarily posted, copies of

the notice attached hereto and marked Appendix B.[31] Copies of this notice shall, after being duly signed by the respective officers of the Respondent Unions, be posted immediately upon receipt thereof, and maintained for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent unions to insure that said notices are not altered, defaced, or covered by other material.

5. Respectively notify the Regional Director in writing within ten (10) days from the date of this Decision and Order, what steps each has taken to comply therewith.

Signed at Washington, D. C. Feb. 26, 1952.

PAUL M. HERZOG, Chairman,
JOHN M. HOUSTON, Member,
ABE MURDOCK, Member,
PAUL STYLES, Member,
[Seal] NATIONAL LABOR RELATIONS BOARD.

APPENDIX A

Notice to All Employees of Members of Waterfront Employers of Washington and All Applicants for Employment Who Use, or May Desire to Use, the Seattle, Washington Hiring-Hall. Pur-

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[31] In the event this order is enforced by a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order," the words "Pursuant to a Decree of the United States Court of Appeals Enforcing an Order."

suant to a Decision and Order of the National Labor Relations Board, we hereby notify you that:

We Will Not discriminate in the hire and tenure of employment of employees by: (a) maintaining in effect, or participating in any manner in the enforcement of, the union-security provisions of the "Pacific Coast Longshore Agreement" dated December 6, 1948, and of the "Dock Workers Agreement for the Port of Seattle", dated February 26, 1949, which authorize the hiring-hall for the Port of Seattle to grant preference in dispatch to members of the ILWU and/or Local 19; or (b) entering into, renewing, or participating in the enforcement of, any like or related agreements or arrangements which have the effect of imposing upon the employees or prospective employees of our employer members, the requirement of union membership as a condition of employment, unless such agreement or arrangement conforms to the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not in any other manner, interfere with, restrain, or coerce employees of our employer members in the exercise of the rights guaranteed them in Section 7 of the Act, except to the extent that such right may be affected by an agreement made in accordance with the provisions of Section 8 (a) (3) of the Act, requiring membership in a union as a condition of employment.

We Will, jointly and severally with the ILWU and Local 19, make Albert Crum and Clarence Pur-

nell whole for any loss of pay suffered by them as a result of the discrimination of the Seattle, Washington, hiring-hall against them;

We Have personally notified the Port Labor Relations Committee, and the dispatchers of the Seattle, Washington hiring-hall, in writing, and furnished copies of such notices to Crum and Purnell, that the hiring-hall dispatchers: (a) are not to give force or effect to those provisions of the Coast and Dock agreements authorizing the preferential dispatch of members of the ILWU and Local 19; (b) are not to discriminate in any other manner in the hire and tenure of employment of any employee or applicant for employment through the hiring-hall because of their failure to acquire or retain membership status in the ILWU or Local 19, and (c) are to make promptly available to Albert Crum and Clarence Purnell all dispatch privileges of the hiring-hall upon request, in accord with such non-discriminatory conditions existing at the time of the discrimination against them, and, in Crum's case, without regard to the "deregistration" action of April 20, 1949.

We Have personally notified in writing each and every employer of employees covered by the terms of the Coast and Dock Agreements of the terms of this order and requested each of them to take all steps necessary (including the transmission by each to the hiring-hall dispatchers, of a written copy of the directives set forth in the preceding paragraph) to insure that the dispatchers of the hiring-hall will not discriminate against any employee or applicant

for employment because of his failure to acquire or retain membership status in the ILWU or Local 19.

We Will invoke such powers and rights as we may have as to each member of Waterfront Employers of Washington who employs workers covered by the Coast and Dock Agreements, or who utilizes the facilities of the Seattle, Washington, hiring-hall, in order to discharge our financial obligations under this order, and to insure the cooperation of each such employer in effectuating the terms of the Order of the National Labor Relations Board.

WATERFRONT EMPLOYERS OF WASHINGTON
(Employer)

By.....
(Representative) (Title)

Dated.....

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice to All Employees of Members of Waterfront Employers of Washington, All Applicants for Employment Who Use, or May Desire to Use, the Seattle, Washington Hiring-Hall, All Officers, Representatives, Agents and Members of International Longshoremen's and Warehousemen's Union, and Its Local 19. Pursuant to a Decision and Order of the National Labor Relations Board, we hereby notify you that:

We Will Not maintain in effect the provisions of the named agreement described below[1] which authorizes the hiring-hall dispatchers to give preference in dispatch to members of the ILWU or Local 19, or participate in any manner in the enforcement of the union-security arrangements of the Coast and Dock Agreements.

We Will Not enter into, renew, or agree to, or participate in the enforcement of, any like or related union-security agreement or arrangement which has the effect of imposing upon employees, or prospective employees, of employers who utilize the Seattle, Washington, hiring-hall, the requirement of union membership as a condition of employment, unless such arrangement or agreement conforms to the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not in any other manner, require, direct, or induce the dispatchers of the Seattle, Washington hiring-hall to discriminate in the granting of dispatch privileges to Albert Crum and Clarence Purnell, or any other employee, or prospective employee, because of their failure to acquire and/or retain membership status in Local 19 or the ILWU, or any other labor organization, unless an agreement authorizing imposition of union membership as a condition of employment be made in accord-

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[1] The named agreement in the ILWU's notice shall be the "Pacific Coast Longshore Agreement," dated December 6, 1948, and in Local 19's notice shall be the "Dock Workers Agreement for the Port of Seattle", dated February 26, 1949.

ance with the provisions of Section 8 (a) (3) of the Act.

We Will Not in any other manner, cause, or attempt to cause the employers who utilize the Seattle, Washington hiring-hall, to discriminate in the hire and tenure of employment, or any condition of employment, of any employee, or prospective employee, in violation of Section 8 (a) (3) of the Act.

We Will Not in any other manner, restrain, or coerce employees, or prospective employees of the employers who utilize the Seattle, Washington hiring-hall, in the exercise of the rights guaranteed employees in Section 7 of the Act, except to the extent that such rights may be affected by an agreement (made in accordance with the provisions of Section 8 (a) (3) of the Act, requiring membership in a union as a condition of employment.

We Will jointly and severally, and jointly and severally with Waterfront Employers of Washington, make Albert Crum and Clarence Purnell whole for any loss of pay suffered by them as a result of the discrimination of the Seattle, Washington hiring-hall, against them.

We Have personally notified the Waterfront Employers of Washington, the Port Labor Relations Committee and the hiring-hall dispatchers, in writing, and furnished copies of such notices to Albert Crum and Clarence Purnell, that the hiring-hall dispatchers: (a) are not to give force or effect to those provisions of the Coast and Dock Agreements authorizing the preferential dispatch of members of the ILWU and Local 19; (b) are not to discrim-

inate in any other manner in the hire and tenure of employment of any applicant for employment through the hiring-hall because of his failure to acquire, retain membership status in the ILWU or Local 19, and (c) are to make promptly available to Albert Crum and Clarence Purnell all dispatch privileges of the hiring-hall upon request, in accord with such nondiscriminatory conditions existing at the time of the discrimination against them and, in Crum's case, without regard to the "deregistration" action of April 20, 1949.

Our representatives or agents who are members of the Seattle Port Labor Relations Committee have taken such action as is necessary to restore the name of Albert Crum to the Port Registration lists.

INTERNATIONAL LONGSHOREMEN AND WAREHOUSEMENS' UNION

By .....
(Representative) (Title)

LOCAL 19, INTERNATIONAL LONGSHOREMENS' AND WAREHOUSEMENS' UNION

By .....
Representative) (Title)

Dated.....

This notice is to remain posted for 60 days and is not to be altered, defaced, or covered by any other material.

Affidavit of Service by Mail attached.

In the United States Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

WATERFRONT EMPLOYERS OF WASHINGTON; LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, and INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION,

Respondents.

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.87, Rules and Regulations of the National Labor Relations Board—Series 6, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a consolidated proceeding had before said Board, entitled, "In the Matter of International Longshoremen's and Warehousemen's Union and Local 19, International Longshoremen's and Warehousemen's Union and Clarence Purnell (an individual) Case No. 19-CB-38 and Albert G. Crum (an individual) Case No. 19-CB-62"; "In the Matter of Waterfront Employers of Washington, and Its Employer Members and Albert G. Crum (an individual) Case No.

19-CA-220 and Clarence Purnell (an individual) Case No. 19-CA-229"; "In the Matter of Luckenbach Steamship Company, Inc. and Clarence Purnell (an individual) Case No. 19-CA-227"; "In the Matter of Alaska Steamship Company and Clarence Purnell (an individual) Case No. 19-CA-228"; "In the Matter of Rothschild-International Stevedoring Company and Clarence Purnell (an individual) Case No. 19-CA-230"; "In the Matter of Alaska Terminal and Stevedoring Co. and Clarence Purnell (an individual) Case No. 19-CA-256"; and "In the Matter of Tait Stevedoring Co., Inc. and Clarence Purnell (an individual) Case No. 19-CA-257", such transcript includes the pleadings and testimony and evidence upon which the order of the Board in said consolidated proceeding was entered, and includes also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Order designating Thomas S. Wilson Trial Examiner for the National Labor Relations Board, dated December 18, 1950.

(2) Stenographic transcript of testimony taken before Trial Examiner Wilson on December 18, 1950, January 3, 4, 5, 8, and 9, 1951, together with all exhibits introduced in evidence.

(3) Affidavit of service dated January 7, 1951, together with annexed return receipts of Trial Examiner's order rejecting offer of proof made by International Longshoremen's and Warehousemen's Union (hereinafter referred to as ILWU). (ILWU's Offer of proof is found in Volume IV of

the certified record and Marked ILWU Exhibit No. 3. Trial Examiner's Order rejecting offer of proof is found in Volume IV of the certified record and marked Trial Examiner's Exhibit No. 1.)

(4) Letter from ILWU, dated February 16, 1951, requesting extension of time for filing brief with the Trial Examiner.

(5) Copy of Chief Trial Examiner's telegram, dated February 23, 1951, granting all parties extension of time for filing briefs.

(6) Copy of Trial Examiner Wilson's Intermediate Report, dated April 6, 1951 (annexed to Item 19 hereof); order transferring cases to the Board, dated April 6, 1951, together with affidavit of service and United States Post Office return receipts thereof.

(7) Letter from Albert G. Crum and Clarence Purnell (hereinafter called charging parties) dated April 16, 1951, requesting extension of time for filing exceptions and briefs.

(8) General Counsel's memorandum, dated April 19, 1951, requesting extension of time for filing exceptions and brief.

(9) Copy of Board's telegram, dated April 19, 1951, granting all parties extension of time for filing exceptions and briefs.

(10) Regional Director's telegram, dated May 9, 1951, requesting further extension of time for filing exceptions and brief.

(11) Charging Parties' telegram, dated May 9, 1951, requesting further extension of time for filing exceptions and brief.

(12) Copy of Board's telegram, dated May 10, 1951, granting all parties further extension of time for filing exceptions and briefs.

(13) Statement of exceptions received from Waterfront employers of Washington and its Employer-Members on May 10, 1951.

(14) Telegram from ILWU, dated May 12, 1951, requesting still further extension of time for filing exceptions and briefs.

(15) Copy of Board's telegram, dated May 14, 1951, denying all parties any further extension of time for filing exceptions, but granting further extension of time for filing briefs.

(16) General Counsel's exceptions to the Intermediate Report and affidavit in support thereof, received May 18, 1951.

(17) Charging Parties' exceptions to the Intermediate Report, received May 18, 1951.

(18) Statement of Exceptions received from ILWU on May 18, 1951.

(19) Copy of Decision and Order issued by the National Labor Relations Board on February 26, 1952, with Intermediate Report annexed, together with affidavit of service and United States Post Office return receipts thereof.

(20) Copy of Notice to Show Cause Why a Supplemental Decision and Order Should Not Be Issued by the National Labor Relations Board, dated November 4, 1952, together with affidavit of service and United States Post Office return receipts thereof.

(21) Copy of Supplemental Decision and Order

issued December 4, 1952, by the National Labor Relations Board, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 16 day of December, 1952.

/s/ OGDEN W. FIELDS,
Executive Secretary,

[Seal] NATIONAL LABOR RELATIONS BOARD.

Before the National Labor Relations Board
Nineteenth Region

Case No. 19-CB-38—Case No. 19-CB-62

In the Matter of INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION and CLARENCE PURNELL (an individual) and ALBERT G. CRUM (an individual).

Case No. 19-CA-220—Case No. 19-CA-229

In the Matter of WATERFRONT EMPLOYERS OF WASHINGTON AND ITS EMPLOYER-MEMBERS and ALBERT G. CRUM (an individual) and CLARENCE PURNELL (an individual).

Case No. 19-CA-227

In the Matter of LUCKENBACH STEAMSHIP COMPANY, INC., and CLARENCE PURNELL (an individual).

Case No. 19-CA-228

In the Matter of ALASKA STEAMSHIP COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-230

In the Matter of ROTHSCHILD-INTERNATIONAL STEVEDORING COMPANY and CLARENCE PURNELL (an individual).

Case No. 19-CA-256

In the Matter of ALASKA TERMINAL AND STEVEDORING CO. and CLARENCE PURNELL (an individual)

Case No. 19-CA-257

In the Matter of TAIT STEVEDORING CO., INC., and CLARENCE PURNELL (an individual).

TRANSCRIPT OF PROCEEDINGS

523 Smith Tower, Seattle, Wash., Dec. 18, 1950

Before: Thomas S. Wilson, Trial Examiner.

Pursuant to notice, the notice came on for hearing at 10:00 o'clock a.m. [2*]

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* Page numbering appearing at top of page of original Reporter's Transcript of Record.

Appearances: Robert Tillman, appearing as Counsel for the General Counsel. John Geisness, appearnng on behalf of Albert G. Crum, and Clarence Purnell, charging parties. Philip J. Poth, appearing for ILWU, Local No. 19. Edward G. Dobrin and J. Tyler Hull, appearing on behalf of Waterfront Employers of Washington, Luckenbach Steamship Co., Alaska Steamship Co., Rothschild International Stevedoring Co., Alaska Terminal and Stevedoring Co., Tait Stevedoring Co. Bill Geddings for the ILWU. [3]

Mr. Poth: The main point of my objection is based upon the facts of these amended charges. The amended charges, in my opinion, contain new matters which were not included in the original charges, and they set forth other items alleging unfair labor practices, and it is my position insofar as Local No. 19 is concerned, that the new matters are barred by Section 10 (b) of the Act, which sets forth the six months' rule, that the Board shall not issue any complaint on unfair labor practices occurring more than six months prior to the issuance of the complaint.

Trial Examiner Wilson: Have you seen the Cathey Lumber Company decision?

Mr. Poth: Yes.

Trial Examiner Wilson: And you still say it?

Mr. Poth: Yes. I also object on the general ground that the Board has been guilty of laches in issuing these complaints. I am aware of the fact that there is no statute of limitations, but I think the Board should be subject to the rule of laches, since nearly two years have passed since the orig-

inal charge was made and the Board took no action.

I think there should be a limit to the period of time that a party can be held under the sword of Damocles. [19]

* * * * *

Trial Examiner Wilson: I will call the hearing to order, please. [35]

* * * * *

Mr. Hull: Mr. Examiner, prior to calling the witnesses, I [36] have several additional motions that I would like to present.

* * * * *

Mr. Hull: The first motion is as follows:

"Respondents Waterfront Employers of Washington, Luckenbach Steamship Company, Alaska Steamship Company, Rothschild-International Stevedoring Company, Alaska Terminal and Stevedoring Company, and Tait Stevedoring Company, and each of them, moves to dismiss the complaint herein on the ground and for the reason that the complaint fails to state facts sufficient to constitute unfair labor practices within the meaning of Sections 8 (a) (1), 8 (a) (2), or 8 (a) (3) of the Act."

Second Motion:

"Without waiving the foregoing motion, Respondent Waterfront Employers of Washington moves to dismiss the complaint herein, in so far as it alleges that Waterfront Employers of Washington has engaged in or is engaging in unfair labor practices as to Albert G. Crum, on the ground and for the reason that no charges of alleged unfair labor practices

were timely filed against said respondent upon which the complaint [37] could lawfully issue."

* * * * *

Fourth Motion:

"Without waiving the foregoing motions, Respondents Waterfront Employers of Washington, Luckenbach Steamship Company, Alaska Steamship Company, Rothschild - International Stevedoring Company, Alaska Terminal and Stevedoring Company, and Tait Stevedoring Company, and each of them, moves to dismiss the complaint herein, insofar as the complaint alleges that the said respondents, or any of them, have engaged in or are engaging in any unfair labor practices as to Clarence Purnell, on the ground and for the reason that no charges of the alleged unfair labor practices have been timely filed against said respondents, or any of them, upon which the complaint could lawfully issue."

* * * * * [38]

Mr. Poth: If I might be heard briefly, I also, as you probably recall, set forth Section 10 (b) of the Act, by way of [53] motion in our previous day of hearing, and I will again renew that motion so far as Local 19, ILWU is concerned, and I would also like to point out that the new charges, particularly as to Albert G. Crum, that were filed on 12/1/50 for example, contain offenses occurring—alleged offenses occurring subsequent to the facts alleged in the original charge, but these new offenses that were alleged would not be charged within the statutory period of six months. So therefore I don't

think that even under the Cathey Lumber Case, that the Board has any jurisdiction to hear the subsequent offenses, and that we are not charged within a six-month period.

Trial Examiner Wilson: Do you mean that after the original charges have been filed, the fact that subsequent violations occur to that, prevents the Board from hearing those matters?

Mr. Poth: In the first place if I could just point this out here, the original charge was dated June 10, 1949, and the date filed was June 14, 1949, and all that it alleges in effect is that the employer by written contracts executed about December 2, 1948, maintains a joint hiring hall, and that it is impossible to obtain employment as a longshoreman in Seattle, Washington, without membership in and authorization from the union. Then in this latest one they have alleged on or about February 26, 1949, they entered into a dock agreement as distinguished from a longshore agreement. Of course they don't complain about this dock agreement until a year and a half later. [54] That is far beyond the six months' period. So, I would also like to move to strike all references to the dock agreement of February 26, 1949, from the complaint.

Trial Examiner Wilson: Well, then, it is your position, if I can correctly understand it, and I am asking this question for clarification on my part—if a man is discriminated against say on January 1st, and in September some new discrimination happens to him, that the man must file his second charge within six months from September?

Mr. Poth: If a new form of discrimination varies substantially from the original charge here; the original charge only related to ship work, and the Coastwise agreement to longshore work. As an afterthought they bring in this local dock-workers agreement, and I am not too sure that that is even concerned with commerce.

Trial Examiner Wilson: Then you go further than Mr. Hull does, is that right?

Mr. Poth: Yes.

Trial Examiner Wilson: You go one step beyond Mr. Hull's position?

Mr. Poth: Perhaps it could be put that way. And also taking the same position that I took at the first hearing. I agree with Mr. Hull, and I perhaps go a little further, also.

Mr. Hull: No, I think that that was implicit in my argument in connection with my motions. I stated it just that way. [55]

Trial Examiner Wilson: You would take the same position then as Mr. Poth does?

Mr. Hull: Yes, sir.

* * * * *

Trial Examiner Wilson: The hearing will please be in order. I am now going to deny all four of the motions made by Mr. Hull, and deny the additional motion made by Mr. Poth.

* * * * * [56]

Mr. McMurray: It did not. I want to move to strike from the complaint all the allegations regarding the jointly operated hiring hall on the grounds that the legality of that hall has been de-

termined by the National Labor Relations Board, in case No. 20-CB-19 and 20-CB-38, and I should like to be heard briefly on that motion.

* * * * * [59]

Mr. McMurray: I am not quite clear, and I am not quite sure now whether it is the position of General Counsel that the legality of the hiring hall is not in question here? [66]

Mr. Tillman: No, as I read the complaint it is my position that I have nowhere undertaken to take the stand that the hiring hall as such is illegal. I attack only its discriminatory administration in favor of members of the International and of the local.

Mr. McMurray: Well, referring to Paragraph 21, for example, where it says: "By acquiescing in and assenting to the hiring hall arrangement, as set forth and described in Paragraph 12, above, whereby Longshoremen and Dockworkers were hired only through a central hiring hall, and whereby Respondent ILWU and Respondent Local 19 were placed in a position to determine who might be dispatched, and were allowed to give preference in employment to their members, in the course of which control they refused to dispatch Albert G. Crum and Clarence Purnell," and so forth; that language, for example, does that question the legality of the hiring halls aside from the preference of employment?

Mr. Tillman: No, it does not. It attacks it only from the standpoint of giving preference to the employment to members. * * * * * [67]

Trial Examiner Wilson: Now, Mr. Tillman, you made a statement during the argument here to the effect that you were not relying on the illegality of the Longshoreing Contract. Am I right?

Mr. Tillman: No, my statement was that in this complaint we are not alleging as an unfair labor practice on the part of the Respondent Union, the Longshore Contract. We do allege that as an unfair labor practice on the part of the Respondent Employers, and it was left out, and that allegation was left out for the reason that we regarded these San Francisco Cases race adjudicata as to the Respondents ILWU.

Mr. McMurray: Then, the only issue as far as that is concerned, is whether or not the contract which was passed on by the Board in the "hiring hall case" is the same contract as the one made by the Respondent Employer here, is that it?

Mr. Tillman: Yes, as I understand you, that would be substantially the only issue.

Mr. McMurray: Is it your contention that there is any difference between the two contracts?

Mr. Tillman: No, it is the same contract. We in this [75] hearing would be obliged to show that WEW was a party to that agreement through the Waterfront Employers' Association of the Pacific Coast.

Trial Examiner Wilson: Now look, is there any question of fact but what the Longshore Contract which you are talking about now is the same contract as was litigated in the "hiring hall cases"?

That is, in San Francisco, being cases 20-CB-19 and 20-CB-38?

Mr. McMurray: Well, we certainly have no,—the International has no doubts but that it is the same contract.

Mr. Tillman: No, it is the same agreement.

Trial Examiner Wilson: And are you gentlemen in accord with that statement?

Mr. Hull: I think the provision is the same. I would say that certainly. I am not sure frankly of the agreement itself. The provision I would say is definitely the same.

Trial Examiner Wilson: Now, then, Mr. Tillman, I will go one step further with my question. You are contending in this hearing on the grounds that it was already race adjudicata as far as the ILWU Union is concerned, that the Longshore Contract is illegal in the particulars pointed out by the Board in its decision in the "hiring hall cases" is that right?

Mr. Tillman: No, that is not quite right. Just to put it simply, there are two parties to an agreement. To make this very simple, there are two parties. The one party has already [76] been before the Board, and has been held liable for entering into the agreement. There is still one other party which in this case we might call WEW, who has not been before the Board, and whose responsibility for entering in to the contract has not been ruled upon,—in other words, it is an order against the ILWU, not to enforce that provision. There is not an order against WEW not to enforce it. So

I am still asking from you and from the Board, for a corresponding order against WEW, that already prevails against the Respondent ILWU.

* * * * * [77]

Trial Examiner Wilson: On the record. Have you gentlemen reached a stipulation of some sort?

Mr. Tillman: Yes. With respect to the various paragraphs of the complaint on pinning allegations of commerce as to the WEW, or the Association and these four or five companies specifically named as respondents, I will say that for the General Counsel I am willing to go along with the minor reservations of which the Employer Respondents had in their respective answers. In other words, I will accept their answers as correcting the Complaint, in whatever respect they differ from the Complaint. That reference refers then to Paragraph 3, 4, 5, 6, 7, and 8. Then as I understand from the off the record discussion, [82] Local 19 is prepared to stipulate that these companies are engaged in Interstate Commerce, is that correct, Mr. Poth?

Mr. Poth: Yes, sir.

Trial Examiner Wilson: The same thing is true of the International, Mr. McMurray?

Mr. McMurray: Yes.

Mr. Tillman: And further that you raise no issues as to the dollar volume of the business of these several companies?

Mr. McMurray: That is correct as far as the International is concerned.

Mr. Poth: Yes, sir.

Trial Examiner Wilson: Does that suit you, Mr. Poth?

Mr. Poth: (Shakes head in the affirmative.)

Trial Examiner Wilson: There is no question but what the labor unions mentioned here are labor unions?

Mr. Tillman: That was admitted by the employers, and I believe Mr. Poth denied it.

Trial Examiner Wilson: And I imagine these other gentlemen will be willing to admit they are labor organizations?

Mr. McMurray: The International will.

Mr. Poth: Yes.

Trial Examiner Wilson: Thank you.

* * * * * [83]

D. W. CORNELL

a witness called by and on behalf of the General Counsel, being first duly sworn was examined and testified as follows:

Direct Examination

* * * * * [90]

Q. (By Mr. Tillman): What is your occupation?

A. I am the manager of the Pacific Maritime Association in this area, and President of the Waterfront Employers of Washington.

Q. Now, with reference to the latter position of President of the Waterfront Employers of Washington, how long have you held that position?

A. Since the 15th of last February.

Q. Have you held any other positions in the

(Testimony of D. W. Cornell.)

WEW before that time?

A. Yes, sir, I was secretary.

Q. Over what period of time?

A. Since 1926.

Q. In your capacity then as Secretary and President, were you familiar with the operation of the Waterfront Employers of Washington?

A. Yes.

Q. At least since 1946? A. Yes, sir.

Q. Would you state whether or not it is true that the Waterfront Employers of Washington is a non-profit corporation? [91]

A. It is a non-profit corporation.

Q. And under what State?

A. Under the State of Washington.

Q. Where does it have its principal offices?

A. Presently it is in the Exchange Building, Seattle, Washington.

Q. Does the Association have members?

A. It does.

Q. And who is eligible for membership in the Association?

A. The various steamship companies, terminal companies, stevedore contracting companies, in the State of Washington, and north of the Columbia River.

Q. Can you state briefly what the purposes of the waterfront Employers' Association is, that is, the WEW?

A. I may not be able to do it briefly. I would say that the main purpose of the Waterfront Em-

(Testimony of D. W. Cornell.)

ployers' of Washington at the present time is the operation of the Central Records Bureau and the pay office.

Q. When you say "pay office," what is that? Is that wages to longshoremen?

A. That is correct.

Q. Does the Association have any purpose in the collective bargaining field? A. It does.

Q. Does it represent its members in collective bargaining [92] with labor organizations?

A. It does.

Q. Does that include the ILWU or Local 19?

A. It does.

Q. Both of them? A. Yes.

Q. Does it include both of them?

A. It includes,—no, only Local 19 at the present time; as far as the ILWU and that particular union is concerned. We have other contracts with other unions.

Q. Do you happen to know when the Association was formed? A. 1934.

Q. Does it have By-Laws? A. It does.

Q. Do you have a copy with you?

A. I do.

Q. May I see it, please. I will ask that the reporter mark the document, or the booklet I should say, that was handed to me by the witness, as General Counsel's Exhibit No. 2.

(Thereupon, the booklet entitled General Counsel's Exhibit No. 2, was marked for identification.)

(Testimony of D. W. Cornell.)

Q. (By Mr. Tillman): Now handing you the document, Mr. Cornell, is that a true and correct copy of your By-Laws? That is, of WEW? [93]

A. So far as I know it is a correct copy.

Mr. Tillman: I will offer the booklet in evidence.

Mr. Poth: Just a minute. That is not the original By-Laws, is it, that you have there?

A. No, it is not.

Mr. Poth: It is not signed.

The Witness: No, sir.

Mr. Poth: I think that I will object to that. That is not the best evidence. I believe the By-Laws themselves would be better.

Trial Examiner Wilson: Are you seriously saying that, Mr. Poth? Are you serious about that objection?

Mr. Poth: Well, I want to have a precedent established here, because there may be things that we will want to introduce in evidence where we will only have copies.

Trial Examiner Wilson: Well, let me ask Mr. Cornell. Is that the copy of the By-Laws which the Waterfront Employers of Washington uses, and which is handed out to the public whenever it is convenient or necessary to do so, that you hold in your hand?

The Witness: It is.

Trial Examiner Wilson: I will overrule the objection, and I will allow the document in evidence.

(Testimony of D. W. Cornell.)

(Document previously marked General Counsel's Exhibit No. 2 for identification, was received in evidence.) [94]

GENERAL COUNSEL'S EXHIBIT No. 2

Waterfront Employers of Washington

AMENDED ARTICLES OF INCORPORATION AND BY-LAWS

Incorporated 1934 February 23, 1940

Know All Persons by These Presents:

That the undersigned incorporators, being six in number, desiring to create a non-profit corporation under the laws of the State of Washington (R. R. S. Secs. 3888-3900) do hereby prepare, execute and acknowledge Articles of Incorporation:

Article I.

The name of the corporation shall be "Waterfront Employers of Washington."

Article II.

The life term of the corporation shall be forty-nine years.

Article III.

The principal office of the corporation shall be in the city of Seattle, county of King, state of Washington.

Article IV.

The purposes and powers of the corporation shall be:

General Counsel's Exhibit No. 2—(Continued)

1. To function as an intermediary between employers and employees, directly or indirectly concerned in the commercial movement and handling of goods;

2. To assist warehousemen, wharfingers and carriers of goods by water, rail or auto, in hiring and retaining ample, reliable and competent supply of labor; and to assist individual laborers in promptly and conveniently securing suitable jobs under satisfactory conditions at available wages;

3. To establish, operate and maintain offices and employment halls for the centralization of information, registration and distribution of jobs and laborers;

4. To establish, operate and maintain places and means of housing, feeding, protecting and amusing laborers during time off the job;

5. To establish, operate and maintain regular or intermittent lines of expeditious transportation of and for laborers to and from job locations;

6. To encourage efficient and safe conditions during time on the job;

7. To compile and preserve statistical records as to laborers, jobs, earnings, costs, conditions of work, causes of accidents, safety practices, personal injury compensation, and other data;

8. To formulate advisory policies or rules for promotion of cooperative relationship between employers and employees; to publish and circulate trade reports and statistical material;

9. To render and perform any lawful service or

General Counsel's Exhibit No. 2—(Continued)

function beneficial to waterfront industries, linking land and water commerce;

10. To create, regulate and terminate memberships in the corporation, all of which shall be equal as to vote, authority and interest in the affairs and assets of the corporation, none of which shall be subject to any assessment or liability, other than or in excess of initial membership fees and periodic dues; and to issue, alter and cancel membership certificates;

11. To employ and discharge all agents and servants at will;

12. To do anything permissible under the statutes of the State of Washington concerning non-profit corporations;

13. To do anything reasonably implied by or incidental to any purpose or power above mentioned.

Article V.

The Trustees of the corporation shall manage its affairs and exercise its powers, except as otherwise provided by the statutes of the state of Washington or by the corporate By-Laws.

The Trustees shall be not more than twelve in number, subject to decrease or increase by consent of two-thirds of the membership of the members to not less than three or more than twelve. The Trustees shall be chosen and removed as determined by the corporate By-Laws, provided that for the organization period of not less than two months nor more than six months, the initial Trustees shall be

General Counsel's Exhibit No. 2—(Continued)

the following persons: Dean D. Ballard, H. W. Burchard, W. C. Dawson, E. A. Quigle, K. Sawai, H. A. Shook, W. D. Vanderbilt, W. F. Varnell and C. B. Warren.

Article VI.

The corporation shall possess a seal, to be adopted and used as required by the By-Laws, the design of which shall include its corporate name.

Article VII.

Amendments, not inconsistent with the non-profit classification of the corporation, may be made to these Articles of Incorporation, as authorized by the statutes of the State of Washington.

In Witness Whereof, the incorporators have subscribed their names, hereby adopting the foregoing Articles of Incorporation, upon this 15th day of June, 1934, at Seattle.

W. D. VANDERBILT
H. A. SHOOK
E. A. QUIGLE
H. W. BURCHARD
K. SAWAI
W. C. DAWSON

State of Washington,
County of King—ss.

On this day personally appeared before me Dean D. Ballard, H. W. Burchard, W. C. Dawson, E. A. Quigle, K. Sawai, H. A. Shook, W. D. Vanderbilt, W. F. Varnell and C. B. Warren, to me known to

General Counsel's Exhibit No. 2—(Continued)

be the individuals described in and who executed the foregoing instrument, and each for himself acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of June, 1934.

[Seal] LANE SUMMERS,
Notary Public in and for the State of Washington, residing at Seattle.

Waterfront Employers of Washington

AMENDED BY-LAWS

Whereas, Articles of Incorporation of Waterfront Employers of Washington, a non-profit corporation of the State of Washington, have heretofore been prepared, executed and acknowledged, and also have heretofore been filed as provided by law;

Whereas, the undersigned, being all the incorporators and all the members of said corporation, have assembled together in a meeting (prior to transaction of business and acquisition of property), and after due deliberation have adopted, by unanimous vote, corporate by-laws;

Now, Therefore, such By-Laws, being written, recorded and subscribed within this book pursuant to statutory requirements, are as follows:

1. That the initial Trustees of the corporation, named in its Articles of Incorporation, shall, immediately following the adoption of these By-Laws,

General Counsel's Exhibit No. 2—(Continued)

and pursuant hereto, perfect the organization and elect officers to serve until their successors are elected and qualified. That the provisions of these By-Laws shall apply to such initial officers.

2. That this corporation shall exist and function without profit.

3. That this corporation shall have no capital stock, no stock shares or stock dividends.

4. That this corporation shall be composed solely of members, being individuals, copartnerships or corporations directly or indirectly engaged as employers of labor in commercial transportation or handling of goods by or over water, rail, truck, docks or warehouses.

5. That the interest of each member (whether becoming such contemporaneously with or subsequent to incorporation) shall be equal to that of any other; and no member shall acquire any greater voice, right, vote, authority or interest than any other.

6. That membership shall be created as the result of the following:

(a) Election by a majority vote of all trustees or of all members, evidenced by resolution in meeting, or by signed writing circulated without meeting;

(b) Subscription to these By-Laws.

(c) Payment of initiation fee.

7. That membership shall be evidenced by a certificate, issued by the corporation over its seal and the signature of the President or Secretary, which shall expressly specify that such membership is sub-

General Counsel's Exhibit No. 2—(Continued)

ject to no assessment or liability other than or in excess of initial membership fees and periodic dues; that membership certificate shall be in substantially the following form:

"Waterfront Employers of Washington
Membership Certificate

Know All Persons:

That.....upon election, having subscribed to the By-Laws and paid the initial fee, now is a member of Waterfront Employers of Washington, a non-profit corporation of the State of Washington, with all rights and obligations of membership, the same not being subject to any assessment or liability other than or in excess of initial membership fee and periodic dues.

In Witness Whereof, this certificate has been issued this....day of....., 19,.., at Seattle.

.....,
President-Secretary."

8. That all members in good standing shall have the right to resort to the corporation for services within the scope of its operations.

9. That all members shall be obligated to pay an initiation fee in the sum of $10.00, and to pay uniform periodic dues in the amount and at the time as required by the Trustees.

10. That no member, delinquent for more than thirty days in the payment of dues, shall be in good standing during such delinquency.

11. That any member not in good standing for

General Counsel's Exhibit No. 2—(Continued)

failure to pay dues shall be subject to expulsion by a majority vote of all Trustees or of all members. That written notice by the corporation of such expulsion to the member shall operate automatically in cancellation of membership certificate. That any member may terminate membership by voluntary withdrawal. That all memberships shall be cancelled by death, dissolution or adjudicated insolvency. Termination of membership shall not relieve the member from obligation to pay dues previously accrued.

12. This corporation shall have power to establish policies for its members and the corporation in all matters relating to labor contracts and labor controversies and to the enforcement and performance thereof and shall have power to represent and act on behalf of its members, either itself or through other agencies to be designated by the Trustees, in any negotiations with unions of longshoremen or other employees ashore, and any contracts, commitments or undertakings made on behalf of the members of this corporation pursuant to the provisions hereof with any union shall bind the members of this corporation. If any member shall violate, directly or indirectly, any rule or policy established by this corporation, or procure, encourage or assist any such violation by any other person, whether a member of this corporation or not, or shall, directly or indirectly, violate any provision of any contract or agreement made by the corporation on its behalf with any longshoremen or other shore employees or

General Counsel's Exhibit No. 2—(Continued)

unions thereof, or procure, encourage, or assist in any violation by any other person, whether a member of this corporation or not, or shall violate any other provision of this section or of these By-Laws, then, in any such event, the Trustees shall have the power, in their discretion, to suspend any such member for such period of time as the Trustees shall prescribe, or expel such member from membership in this corporation, provided, however, that no such suspension or expulsion shall in any manner terminate or affect any liability of such member to this corporation which may have theretofore accrued.

13. That any member in good standing may assign his membership to any assignee, qualified in the discretion of the Trustees, by signed endorsement upon the membership certificate, such assignment, however, not to be effective as to the corporation until the assignee has subscribed to these By-Laws, and until the original membership certificate has been relinquished and cancelled and a substitute certificate issued.

14. That annual meetings of the members shall be held on the last Thursday of January, the hour and location of such meetings to be designated by the President, and notice sent members sufficiently in advance to permit attendance. That special meetings of the members shall be held as called by the President, any two Trustees, or any three members by written notice specifying the time and place of such meeting sufficiently in advance to permit attendance. That at meeting of the members, a ma-

General Counsel's Exhibit No. 2—(Continued)

jority of the membership shall constitute a quorum for the transaction of business. That any number shall be sufficient to authorize an adjournment to a specified time and place for lack of a quorum.

15. That trustees shall be nominated by a committee of three appointed by the Board of Trustees. They shall nominate double the number of trustees required from among duly qualified members. Of those nominated, the fifty per cent receiving the highest number of votes shall be declared duly elected Trustees. Nominations shall be submitted to the membership on or before December 15th of each year by secret ballot and the polls shall be closed as of December 31st. That Trustees so elected shall serve as such to manage the affairs and exercise the powers of the corporation for the period of one year and until their successors are elected and qualified.

16. That vacancies among the Trustees caused by death or resignation may be filled by majority vote of the remaining Trustees until the next annual meeting of members; that such vacancies caused by removal by the members may be filled by majority vote of the members until the next annual meeting thereof.

17. That the Trustees of the corporation shall manage its affairs and exercise its powers, subject to such limitations as are imposed by law, and as may hereafter be imposed from time to time by the members in annual or special meetings.

18. That no person shall be eligible to election

General Counsel's Exhibit No. 2—(Continued)

and service as a trustee of the corporation unless he shall be an individual member, or unless he shall be connected with a copartnership or corporate member in some responsible, representative capacity; no person shall be qualified as a trustee until he shall have subscribed to an oath, obligating him to support the constitution and laws of the State of Washington, and to faithfully perform his duties as trustee.

19. That special meetings of the Trustees may be called informally at any time and place by the President of the corporation, or by any two Trustees, upon written or oral notice, specifying the time and place of such meeting, sufficiently in advance to permit attendance. That a majority of the Trustees, in attendance at any annual or special meeting, shall be sufficient for the transaction of business. That any number shall be sufficient to authorize an adjournment to a specified time and place for lack of a quorum.

20. That the Trustees as such shall receive no compensation.

21. That at the Annual Meeting of the Trustees, which is to be held on the last Thursday of January, immediately following the membership meeting, or adjournment thereof, the Trustees shall elect officers of the corporation to serve as such and perform their respective duties for a period of one year and until their successors are elected and qualified.

22. That vacancies in any office, by death, resignation or removal, may be filled by majority vote

General Counsel's Exhibit No. 2—(Continued)

of the Trustees until the next annual meeting of Trustees.

23. That the officers of the corporation shall consist of a President, a Vice-President, a Treasurer and a Secretary. That the eligibility requirements of the Trustees shall not be applicable to officers; that the Trustees may elect one person to serve in more than one office.

24. That the Trustees may from time to time create and abolish other offices, and may specify or alter the duties of any office.

25. That the President of the corporation, if in atendance, shall preside at all meetings of the Trustees and of the members; he shall be authorized to sign all membership certificates, to execute in the name of the corporation all contracts and obligations within the scope of its ordinary operations, without special authorization from the Trustees; he shall, with the approval of the Trustees, appoint and remove all staff personnel, including agents, and designate their duties and authority; and he shall likewise fix their compensation; he shall perform such other duties as may be expressly or impliedly required by these By-Laws or prescribed by the Trustees; he shall generally do and perform the duties usually devolving upon an officer of like capacity.

That the Vice-President of the corporation, in the absence of the President, shall have the same authority and responsibility as the President.

26. That the Treasurer of the corporation shall

General Counsel's Exhibit No. 2—(Continued)

keep, or cause to be kept, full and complete records and books of account, concerning the finances of the corporation; he shall have authority to open and maintain accounts of deposit with one or more responsible banks; to receive and disburse, by check or otherwise, all moneys of the corporation in its routine operation without special authorization from the Trustees, and he shall generally do and perform those duties usually devolving upon an officer of like capacity.

27. That the Secretary of the corporation shall attend the meetings of the Trustees and the members; he shall keep accurate minutes and records of such meetings; he shall be custodian of the seal of the corporation, and, without special authority of the Trustees, affix the same with his signature or the signature of the President to membership certificates and any contracts customarily requiring such seal; he shall be the custodian of the corporate records; he shall supervise all statistical research and compilations thereof; he shall keep a correct and accurate record of all memberships; the issuance, assignment and termination thereof; he shall generally do and perform those duties usually devolving upon an officer of like capacity.

28. That the officers of the corporation shall or shall not receive compensation, in the discretion of the Trustees, who shall fix the amount of any compensation allowed, and increase or decrease the same.

29. That the Trustees shall exercise care in fixing

General Counsel's Exhibit No. 2—(Continued)

from time to time the rate of the uniform periodic membership dues, so that the aggregate thereof shall be equivalent to the original and maintenance cost of the properties, facilities, equipments, supplies and services of the corporation, as prescribed by the Trustees; that, nevertheless, the Trustees may create a reserve surplus fund within the limits permitted by law, from which to meet anticipated cost of necessary major investments in properties, facilities or equipment, to cover current expenses during periods when the aggregate of dues is insufficient to defray the same and to meet emergency outlays.

That dues as fixed by the Trustees shall never be made to operate retroactively.

That contributions by members to ordinary or extraordinary expenses shall be credited to such members upon their dues, such credit to be allowed as determined by the Trustees.

30. That refund, if any, of surplus or dues shall be made only upon a two-thirds vote of all members at the time and in the manner specified by resolution thereof.

31. That in harmony with the phraseology of membership certificate, no membership shall be subject to assessment or liability other than or in excess of initial membership fees or periodic dues.

32. That all notices (whether written or oral) required in these By-Laws, shall be sufficient and regular, if mailed, delivered or made to the usual office or abode of the member or trustee, as pub-

General Counsel's Exhibit No. 2—(Continued)

lished in the city or telephone directory of his place of residence, or as known to the officers of the corporation; provided, however, that reasonable effort shall be exerted to convey actual notice, if the member or trustee be available within the city of Seattle.

That at annual or special meetings of members or trustees, any lawful business may be transacted without disclosure of the purpose of such meeting, except only as herein otherwise provided.

33. That no meeting of Trustees shall be requisite to any resolution or authorization, if the same shall be approved in writing over the signature of all Trustees.

34. That the seal of the corporation shall carry its name, "Waterfront Employers of Washington," together with the words "Corporate Seal, 1934, State of Washington."

35. That amendment may be made to the Articles of Incorporation and/or these By-Laws, and dissolution of the corporation may be effected only by the members. That the Articles of Incorporation and/or these By-Laws may be amended by a two-thirds vote of all members, at any meeting, annual or special, notice of which has disclosed such purpose.

36. Upon the dissolution of this corporation, after paying or adequately providing for the debts of the corporation, the remaining assets, if any, shall be divided among the members as follows: Each member shall receive that proportion of the

General Counsel's Exhibit No. 2—(Continued)

remaining assets which the contributions paid by him during the two years immediately preceding the date of dissolution bear to the total amount of contributions paid by all members during the said period.

In Witness Whereof, all incorporators and subsequent members of the corporation have subscribed their names and listed their addresses to the foregoing By-Laws at Seattle, Washington.

W. D. VANDERBILT
H. A. SHOOK
E. A. QUIGLE
H. W. BURCHARD
K. SAWAI
W. C. DAWSON

Q. (By Mr. Tillman): At the present time, Mr. Cornell, as I understood you, you are in the process of making a check of your members. Do you happen to have the total number of your members now?

A. No, I do not. I have a roster.

Q. A list of their names?

A. That is correct, but we are in the process of rechecking, particularly those who have become inactive.

Q. Do you have that roster with you?

A. I do.

Q. May I see that please? A. Yes.

Mr. Tillman: May I have this list marked for identification as General Counsel's Exhibit No. 3?

(Testimony of D. W. Cornell.)

(Whereupon, document above referred to marked for identification as General Counsel's Exhibit No. 3.)

Q. (By Mr. Tillman): Referring to this list, Mr. Cornell, it bears at the top, "Waterfront Employers of Washington, January 1st, 1950" and then is this an accurate list as of that date?

A. As of that date, yes, sir.

Q. And as I understood, you are in the process of checking to see, and your check may result in some of these employers not being members? [95]

A. That is correct.

Q. At the present time do you have an idea when your check will be completed?

A. It will be completed February 15, 1951.

Q. Have you any knowledge as to any of these specific companies who are no longer members of the Association? A. Yes.

Q. Would you mind indicating those?

A. On Page 2 the first company is eliminated, namely Dodwell & Co. Ltd., R. A. Tinling.

On Page 3, Klaveness Line, S. H. Gunder.

On page 4, The Seattle Marine Handling Company, C. C. Querin.

Q. Do you have knowledge of any other Employers who are members now but who are not on this roster? A. Yes.

Q. And would you indicate those?

A. On Page 1, Cargo Handling, Inc., and the Consolidated Stevedoring Company.

Mr. Tillman: I will offer the document in evi-

(Testimony of D. W. Cornell.)

dence as being a list of members as of January 1st, 1950, and also as a basis for the subsequent question that I may ask subject to his identification.

Trial Examiner Wilson: Is there any objection?

Mr. Poth: I have none. [96]

Trial Examiner Wilson: Apparently not, so therefore it will be admitted.

(Whereupon, document above-referred to as General Counsel's 3 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 3

Waterfront Employers of Washington

January 1, 1950

MEMBERSHIP LIST

Alaska Steamship Company, Fred Zumdieck; Pier 42, Seattle.

Alaska Terminal & Steve. Co., U. W. Killingsworth; Pier 42, Seattle.

American-Hawaiian Steamship Co., Howard M. Burke; Jos. Vance Bldg., Seattle.

American Mail Line, Ltd., G. J. Ackerman; Stuart Bldg., Seattle.

Ames Terminal Company, R. L. Albin; 3200 26th S. W., Seattle.

Anglo-Canadian Shipping Co., Ltd. (International Shipping Co., Agts.), A. W. Kinney; 719 Arctic Bldg., Seattle.

General Counsel's Exhibit No. 3—(Continued)

Arlington Dock Company, C. C. Querin; Pier 56, Seattle.

Bellingham Stevedoring Company, F. R. Smith; 800 State Street, Bellingham.

Blue Star Line, Inc., E. A. Gilbert; Northern Life Tower, Seattle.

Brady-Hamilton Steve. Co., Clarence Graves; P.O. Box 892, Aberdeen.

Burchard & Fisken, H. W. Burchard; Exchange Building, Seattle.

Burns Steamship Company, 624 N. LaBrea Ave., Los Angeles.

Coastwise Line (Coastwise Pacific Line) (International Shipping Co., Agts.), A. W. Kinney; 719 Arctic Bldg., Seattle.

Compania Naviera Independencia S.A. (Independence Line) (General S.S. Corp. Ltd., Agts.), D. M. Dysart; 1211 4th Avenue, Seattle.

Ditlev-Simonsen (Pacific Orient Express Line) (General S.S. Corp. Ltd., Agts.), D. M. Dysart; 1211 4th Avenue, Seattle.

Dodwell & Co., Ltd., R. A. Tinling; Colman Bldg., Seattle.

Donaldson Line, Ltd. (Balfour, Guthrie & Co., Ltd., Agts.), F. W. McAlpine; Dexter Horton Bldg., Seattle.

East Asiatic Company, Inc., M. Bildsoe; 458 Skinner Bldg., Seattle.

Everett Stevedoring Corporation, Walter S. Dailey; 1006 Hewitt Avenue, Everett.

Fred Olson Line Agency, Ltd. (International

General Counsel's Exhibit No. 3—(Continued)

Shipping Co., Agts.), A. W. Kinney; 719 Arctic Bldg., Seattle.

French Line (General S.S. Corp., Ltd., Agts.), D. M. Dysart; 1211 4th Avenue, Seattle.

Fruit Express Line, E. T. Goddard; Skinner Bldg., Seattle.

Furness, Withy & Company, Ltd., H. W. Burchard; Exchange Bldg., Seattle.

General Steamship Corp., Ltd., D. M. Dysart; 1211 4th Avenue, Seattle.

Girdwood Shipping Co., D. R. Girdwood; Northern Life Tower, Seattle.

Grace Line, Inc., W. D. Vanderbilt; White Bldg., Seattle.

Grace, W. R. & Co., W. D. Vanderbilt; White Bldg., Seattle.

Griffiths, James & Sons, Inc., James E. Griffiths, Jr.; Empire Bldg., Seattle.

Griffiths & Sprague Stevedoring Co., Frank E. Settersten; Colman Bldg., Seattle.

International Shipping Co., A. W. Kinney; 719 Arctic Bldg., Seattle.

Interocean Steamship Corp., A. E. Lee; Dexter Horton Bldg., Seattle.

Isthmian Steamship Co., W. J. Schreter; White Bldg., Seattle.

Java Pacific Line (Transpacific Transportation Co., Agents), I. H. W. Alma; Exchange Bldg., Seattle.

Johnson Line (W. R. Grace & Co., Agents), W. D. Vanderbilt; White Building, Seattle.

General Counsel's Exhibit No. 3—(Continued)

Kerr Steamship Co., Inc., Dwight Hill; 518 Exchange Building, Seattle.

Klaveness Line, S. H. Guenther; Arctic Building, Seattle.

Knutsen Line (Interocean SS Corp.), A. E. Lee; Dexter Horton Bldg., Seattle.

Lauritzen Line (Girdwood Shipping Co., Agts.), D. R. Girdwood; Northern Life Tower, Seattle.

Leslie Salt Company, A. T. Horn; Pier 65, Seattle.

Luckenbach Gulf Steamship Co., A. J. Morrill; Exchange Building, Seattle.

Luckenbach Steamship Co., Inc., A. J. Morrill; Exchange Building, Seattle.

Mansfield, H. E., Inc., H. E. Mansfield; 402 Commercial Avenue, Anacortes.

Matson Navigation Company, M. M. McKinstry; 814 2nd Ave. Bldg., Seattle.

Matson Terminals, Inc., H. B. Pennewell; Pier 44, Seattle.

Moore, J. J. & Co., Inc. (International Shipping Co., Agts.), A. W. Kinney; Olympic National Bldg., Seattle.

Northern Stevedores, Inc., F. W. Settersten; Colman Building, Seattle.

Oliver J. Olson & Co., Inc., M. E. Miller; 723 Rust Building, Tacoma.

Olympia Stevedoring Company, Duncan Stewart; P.O. Box 192, Olympia.

Olympic Peninsula Steve. Co., F. L. Olmstead; Northern Life Tower, Seattle.

General Counsel's Exhibit No. 3—(Continued)

Olympic Steamship Co., Inc., E. C. Bentzen; Pier 28, Seattle.

Pacific Republics Line (Moore McCormack Lines, Inc.), C. J. Gravesen; Dexter Horton Bldg., Seattle.

Pope & Talbot Inc., Steamship Division, E. J. Barrington; Pier 48, Seattle.

Puget Sound Stevedoring Co., M. J. Weber; Pier 66, Seattle.

Rothschild-International Steve. Co., R. C. Clapp; 2247 E. Marginal Way, Seattle.

Royal Mail Lines, Ltd., C. W. Varney; Exchange Building, Seattle.

Salmon Terminals, Inc., A. J. Bacon; Pier 24, Seattle.

Santa Ana Steamship Co., J. D. Reagh; Colman Building, Seattle.

Seattle Marine Handling Company, C. C. Querin; Pier 56, Seattle.

Shaffer Terminals, Inc., Sam B. Stocking; P.O. Box 1157, Tacoma.

Shepherd Steamship Company, J. T. Cornell; Pittock Block, Portland.

States Marine Corp. of Delaware (International Shipping Co., Agts.), A. W. Kinney; 241 Sansome Street, San Francisco.

States Steamship Co. (Quaker Line) (Pacific-Atlantic SS Co.), Winston Jones; New World Life Bldg., Seattle.

Steamers Service Co., Geo. R. Stirrat; 1050 4th Ave. So., Seattle.

General Counsel's Exhibit No. 3—(Continued)

Sudden & Christenson, Inc. (Arrow Line), S. H. Guenther; Arctic Bldg., Seattle.

Tait Stevedoring Company, Charles Tait; Arctic Building, Seattle.

Transatlantic Steamship Co., Ltd. (General S.S. Corp. Ltd., Agts.), D. M. Dysart; 1211 4th Avenue, Seattle.

Transpacific Transportation Company, I. H. W. Alma; Exchange Building, Seattle.

Twin Harbor Stevedoring & Tug Co., Frank Hill; P.O. Box 716, Hoquiam.

Umoff, Paul A. (Agent for Canadian Transport Co. Ltd.); Olympic Nat'l. Bldg., Seattle.

Union Sulphur Co., Inc. (International Shipping Co., Agts.), A. W. Kinney; Arctic Bldg., Seattle.

United Fruit Company, Mark Collarino; 3200 26th Ave., S. W., Seattle.

United Greek Shipowners Corp. (Pacific Mediterranean Line) (General S.S. Corp. Ltd., Agts.); 1211 4th Ave., Seattle.

Virginia Dock & Trading Co., E. C. Lee; Pier 63, Seattle.

Washington Stevedoring Co., E. A. Quigle; Alaska Building, Seattle.

Waterhouse, Frank & Co. of Canada, Ltd. (B. R. Anderson & Co., Agts.), W. B. Anderson; Colman Building, Seattle.

Western Stevedore Company, Morris J. Kennedy; 96 Columbia Street, Seattle.

Westfal Larsen Co. Line (General S.S. Corp. Ltd., Agts.), D. M. Dysart; 1211 4th Ave., Seattle.

General Counsel's Exhibit No. 3—(Continued)

Weyerhaeuser Steamship Co., L. J. Rogers; Tacoma Bldg., Tacoma.

Willapa Harbor Stevedoring Co., Frank Hill; 119 W. Ellis Street, Raymond.

Williams, Dimond & Co., A. S. Coe; Joseph Vance Bldg., Seattle.

Q. (By Mr. Tillman): On the last page of the document I notice that Tait Stevedoring Company is listed as a member. Is it still a member?

A. It is.

Q. Reference has been made at least in discussions in this record to the Waterfront Employers' Association of the Pacific Coast. Are you acquainted with the fact that there was such an organization?

A. Yes.

Q. Did you have any official capacity in that organization? A. No.

Q. Do you know whether the Waterfront Employers of Washington had any relationship to that organization? A. They had a relation, yes.

Q. Was—what was the relationship?

A. The membership of the,—oh, I will put it another way. The Waterfront Employers of the Coast acted on behalf of the Waterfront Employers of Washington in the field of negotiations and administration of various labor agreements.

Q. And did that include agreements with the International [97] Longshoremen that you know of?

A. The International Longshoremen's Union——

(Testimony of D. W. Cornell.)

Q. (Interposing) And Warehousemen's Union?

A. Yes.

* * * * *

Q. Is there any connection, or any relationship rather, between the Waterfront Employers of Washington, and the Pacific Maritime Association?

A. Well, there is a relation. However, the two groups perform different functions.

Q. Well, did the Pacific Maritime Association succeed to that function which the Coast Association performed in your behalf, namely, representation and negotiation on the Coast basis?

A. I wouldn't say on behalf of the Waterfront Employers of Washington, particularly. On behalf of some members of the Waterfront Employers of Washington.

Q. Some of the members? [98]

A. Yes, who are also members of the Pacific Maritime Association.

* * * * *

Q. (By Mr. Tillman): Since you have been with WEW, has that organization entered into any contracts by itself? That is, in which it is the only party with the International Longshoremen's and Warehousemen's Union?

A. The Seattle Dock Agreement.

Q. Well, that is with Local 19, is it not?

A. Correct.

Q. And my question had reference to the International Body. Has WEW been the only party to any contracts with the International? [99]

(Testimony of D. W. Cornell.)

A. I don't believe so.

Q. Now, in some other manner has the WEW been a party to an agreement covering Longshoremen along the Coast?

A. I don't understand your question.

Q. Well, as I understood your testimony, WEW by itself never did sign a contract with the ILWU. Now, has WEW in some other manner been party to an agreement with ILWU? For example, through some other Association or agency?

A. You are speaking exclusively of Local 19 now?

Q. Yes, leaving Local 19 out of the picture.

A. I do not believe they have.

Q. Are you familiar with the so-called Pacific Coast Longshore agreement?

A. Reasonably so, yes.

* * * * * [100]

Mr. Tillman: I will ask that this booklet which is entitled, "Pacific Coast Longshore Agreement, 1948-1951" be marked for identification as General Counsel's Exhibit No. 4.

(Whereupon, the document above-referred to was marked as General Counsel's Exhibit No. 4 for identification.)

* * * * * [101]

Q. (By Mr. Tillman): Let us go on from there. Showing you the last document, then, General Counsel's Exxhibit No. 4 for identification, could you state what that is, and have you seen it before?

A. Yes, this is the agreement covering long-

(Testimony of D. W. Cornell.)

shore work on the Pacific Coast, exclusive of three ports in the State of Washington.

Q. And do you have any knowledge about that agreement? A. Yes, I do.

Q. The booklet which you have in your hand contains more than that one agreement, does it not?

A. It does.

* * * * * [102]

Q. (By Mr. Tillman): Mr. Cornell, showing you General Counsel's Exhibit No. 5 for identification, have you seen this document before? A. Yes.

Q. What is your understanding of what that document is? * * * * * [104]

The Witness: Well, this document that I am looking at is a series of parts, if I might put it that way, of a contract. These various parts or sections being agreed to from time to time, and during negotiations which were held in San Francisco, in the Fall of 1948. Although I was not in San Francisco during all the period of negotiations, to the best of my knowledge these were individually agreed upon sections in which the parties had come to an understanding on them, and were set aside, and then they proceeded to something else. This document puts them together and sets forth in a separate section the pay rates at which the men were to be paid when they returned to work.

Trial Examiner Wilson: Those are the provisions under which the Employers and the Longshoremen went back to work at the end of the strike?

(Testimony of D. W. Cornell.)

The Witness: Yes, sir.

Trial Examiner Wilson: You are referring to General Counsel's Exhibit No. 5 for identification, I believe?

A. Whatever this document is.

Trial Examiner Wilson: That is General Counsel's Exhibit 5 for identification.

Mr. Tillman: I will offer this in evidence.

Trial Examiner Wilson: Now let me ask you a question, Mr. Cornell. I again refer you to General Counsel's Exhibit No. 4, and ask you if the printed document in booklet form is the [105] same thing as you have in your hand there also as Exhibit No. 5, but now it is in printed form? Those are the same agreements which show up in General Counsel's Exhibit No. 5?

The Witness: Well, may I say that I have at least always assumed that they are the same. I have never compared them word for word, but I assume that the language of the various sections is identical. That is, each of the two.

Mr. Dobrin: Well, Mr. Chairman, would you mind asking him, to continue your interrogation, when they went back to work what agreements they went back to work on. You didn't ask him when this was.

Trial Examiner Wilson: Well, when was that?

Mr. Dobrin: December 6.

Trial Examiner Wilson: December 6, 1948, was that the date that the Longshoremen went back to work after the strike in 1948?

(Testimony of D. W. Cornell.)

The Witness: I believe that is correct.

* * * * * [106]

Mr. Tillman: Now, Mr. Cornell, was WEW represented in the negotiations to which you refer, that led up to this General Counsel's Exhibit No. 5?

A. Member companies of the WEW had representatives in San Francisco at the time these negotiations were being conducted.

Q. Do you mean by your answer then to indicate that no official of WEW took part in the negotiations?

A. That is quite correct.

Q. Did WEW authorize the Waterfront Employers Association of the Pacific Coast to represent them in those negotiations?

A. To my knowledge no specific authorization was given.

Q. In previous negotiations on a Coastwise basis, how did WEW become bound to observe the terms of the Coastwise agreement?

A. Well, as I remember, the previous contracts, the preamble would state that the contract was entered into on behalf of various groups. In other words, various local associations up and down the Coast.

Q. Well, was that then without authorization by those various groups?

A. Well, each of these various local groups or associations, if you want to put it this way, elected or appointed people to serve at the Coast level. Those people were in San Francisco when negotia-

(Testimony of D. W. Cornell.)

tions were usually conducted during the Coastwise negotiations.

Q. Well, that doesn't quite explain how WEW would put in a contract on behalf of the Waterfront Employers of [108] Washington, and the Waterfront Employers of California, and so on. Did, in the time that you have been with WEW, that is, since 1942, has WEW been bound by the agreements negotiated by the Waterfront Employers' Association of the Pacific Coast, with the Longshoremen?

Mr. Dobrin: Well, just a minute. I object to that as calling for a legal conclusion, and it isn't the Association that is bound. It is the Employers that are bound by this agreement.

Trial Examiner Wilson: Well, let me ask you a question, then. Showing you General Counsel's Exhibit No. 5, I note that it says in the preamble it names the Waterfront Employers of Washington as one of the parties. Could you tell us how the Waterfront Employers of Washington are named as a party there? Does anybody have any objection to that question?

You may state it.

Mr. Dobrin: No, if he thinks that he knows.

The Witness: Well, Mr. Dobrin has a good point there. The relationship between those Associations, when you are talking about negotiations on a Coastwise basis, is very difficult to explain. As I have stated, people from this area did go down there at that time, and enter into the negotiations, and there

(Testimony of D. W. Cornell.)

is no question but what the name of the Waterfront Employers of Washington appears in this language, but as to the—— [109]

Trial Examiner Wilson: (Interposing) Was its appearance there authorized?

The Witness: Sir?

Trial Examiner Wilson: Was its appearance there in the preamble authorized?

The Witness: It was certainly approved as of a later date. In other words, these things are subject to ratification in the same manner as they are ratified by the Union.

Trial Examiner Wilson: Could you give us the date of that approval, or rather ratification?

The Witness: I could not offhand. It is unquestionably in our records. * * * * * [110]

Q. What records did you check to ascertain that date?

A. I checked the membership meeting records of the Employers of Washington.

Q. Do you have those records with you?

A. I have an excerpt, a copy of the pertinent part.

Q. All right. Could we see that? I will ask the reporter to mark what has been handed to me bearing the title, "General Membership Meeting of November 28, 1948" as General Counsel's Exhibit No. 6.

(Whereupon, the document above-referred to was marked for identification as General Counsel's Exhibit No. 6.)

(Testimony of D. W. Cornell.)

Q. (By Mr. Tillman): Showing you what has been marked as [116] General Counsel's No. 6 for identification, Mr. Cornell, is this the excerpt that you mentioned had been taken from your records?

A. It is.

Q. And from what records was it taken?

A. From the minutes of the General Membership Meetings of the Waterfront Employers of Washington.

Q. Did you supervise the taking of this excerpt?

A. I did.

Q. And is it correct and accurate as a summation, insofar as it is here, of the records?

A. It is an exact excerpt of that portion of the records.

* * * * * [117]

(The document heretofore marked General Counsel's Exhibit No. 6 for identification, was received in evidence.)

GEN. COUNSEL OFFICIAL EXHIBIT No. 6

General Membership Meeting, Nov. 28, 1948, page 2

I.L.W.U. LONGSHORE CONTRACT

Mr. Ringenberg stated that the San Francisco membership had approved a memo containing points jointly agreed upon in negotiations and entitled, "Summary of Agreements." Although no contract has yet been signed, the San Francisco group wishes approval of this document by all other ports.

Copies of the summary were then distributed and Mr. Clapp explained the various points therein.

General Counsel's Exhibit No. 6—(Continued)
(Copy of Summary attached to this record.)

A motion was made to agree in principle but to withhold formal ratification until all agreements with the several Unions involved are worked out, all jurisdictional conditions are settled and the way is left open for work to commence in all ports. Motion was not seconded.

It was then moved, seconded and carried unanimously that the Summary of Agreements be ratified without further consultation.

A motion was offered to the effect that if and when an agreement is signed with the I.L.W.U., that a meeting of the entire membership of the Waterfront Employers of Washington be called for the purpose of explaining to all members that complete cooperation and understanding must ensue in order to insure the desired results.

It was then voted that the Board of Trustees meet on Monday, November 29th at 10:30 a.m. to select Committees to carry out the various chores resulting from the I.L.W.U. negotiations.

/s/ D. W. CORNELL,
Secretary.
/s/ M. G. RINGENBERG,
President.

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* * * * *

Q. (By Mr. Tillman): Again referring to General Counsel's Exhibit No. 6, Mr. Cornell, next to the last paragraph there refers to a meeting of the

(Testimony of D. W. Cornell.)

entire membership to be called when an agreement is signed by the ILWU. Was such a meeting called of the membership of the Waterfront Employers of Washington? A. No.

* * * * * [118]

Mr. Tillman: Mr. Cornell, you represent a number of Employers, some of whom I presume employ longshoremen, is that correct?

The Witness: That is correct.

Q. (By Mr. Tillman): Where do these employers, if you now, [121] obtain their longshoremen? How do they go about getting longshoremen?

A. They obtain longshoremen through a hiring hall. * * * * *

Q. Well, then, confining ourselves to the Port of Seattle, who operates the hiring hall in the Port of Seattle?

A. The Joint Labor Relations Committee.

Q. Who composes, or what is that Committee composed of, representatives?

A. Representatives of the ILWU, Local 19, and representatives of the Association. I might say now that you are talking about a period back beyond now?

Q. Well—— A. Are you, or aren't you?

Q. Well, I suppose it is preliminary to the question that I originally asked that should be revised, about the 1948, I mean, December 17, 1948?

A. Well, that would stand. The employer members of the Committee are drawn from members of, or were drawn from members of the Waterfront

(Testimony of D. W. Cornell.)

Employers of Washington. They were also members of the Waterfront Employers of Washington.

Q. Were there any Employer members who are not members of the Waterfront Employers of Washington? A. No, sir.

Q. How long did that practice continue of the joint representation in that manner, that is, from December 17, 1948 on?

A. Well, it is still in effect with the exception of the change in Associations' set-up. I mean the Pacific Maritime Association now being in effect, whereas at that time it was not.

Q. Well, at the present time does the Pacific Maritime Association have representatives on this Port Labor Relations Committee?

A. They do.

Q. And does WEW also? A. They do not.

Q. And that change in the representation by the Employers, did that take place when the PMA was formed? A. Shortly thereafter. [123]

Q. Do you now approximately when that was?

A. It was approximately March. I believe it was March, 1949. I could get that date accurately.

Q. Now, in and after December 17, 1948, was there any representative of the International on this Port Labor Relations Committee?

A. As a member?

Q. As a member, yes.

A. No. I should qualify that. Not to my knowledge. They didn't represent themselves as being International representatives.

(Testimony of D. W. Cornell.)

Q. (By Mr. Tillman): Now, in the actual personnel of the hiring hall, as to who did the dispatching, how was the personnel of the hiring hall selected?

A. The dispatching staff of the hiring hall is elected by the union.

Q. By Local 19? A. By Local 19.

Q. I see.

A. And subject to control or objection by the Joint Labor Relations Committee.

Q. Are there any other personnel other than dispatchers elected by Local 19?

A. You will have to ask Local 19 about that. I don't know. There are other hiring hall personnel. Whether they are [124] elected I don't know.

Q. Now, without going into the actual procedure of how the dispatching works, in the dispatching of longshoremen from the Seattle Hiring Hall to members of the Waterfront Employers of Washington, did these terms set forth in this document which has been received as General Counsel's Exhibit 5, govern the dispatching and the hiring of longshoremen?

* * * * *

The Witness: The general terms of Exhibit No. 5,—General Counsel's Exhibit No. 5, apply, as I understand it, to dispatching on a Coastwise basis. However, there is a separate document which covers the finer points of dispatching insofar as Local 19 is concerned.

Q. In the hiring of personnel, or, in the hiring

(Testimony of D. W. Cornell.)

of Longshoremen, did the Waterfront Employers of Washington and its members observe the terms and conditions of this document which is in evidence as General Counsel's Exhibit No. 5?

* * * * * [125]

The Witness: The Waterfront Employers of Washington doesn't hire any longshoremen. It is assumed that the members will secure their men through the Joint Hiring Hall.

Q. Now you mention, more specific, relating to dispatching applicable to Local 19, before I get into that, you had also mentioned that you had negotiated separately with Local 19 covering dockworkers, is that true? A. Yes, that is true.

Trial Examiner Wilson: By "you" you mean who?

Mr. Tillman: WEW.

The Witness: That is true.

Q. (By Mr. Tillman): When was the last agreement between WEW and the Local 19 entered into covering dockworkers?

A. May I see that booklet? I don't remember the exact date. February 26, 1949.

Q. In that booklet which you are examining, and which is General Counsel's Exhibit No. 4 for identification, I believe, does that contain a true and complete copy of that agreement, the Dockworkers' Agreement?

A. Well, again, I personally have not checked this wording word for word, but we have issued

(Testimony of D. W. Cornell.)

this as being a true and correct copy, yes. We assume that it is a true and correct [126] copy.

Q. You say that "we" issued it. Did WEW print that booklet?

A. No. It was a joint arrangement.

Q. Joint between whom?

A. Between the ILWU and in this instance it would be the Coast Association. They were not printed locally.

Q. The Coast Association, however, printed a booklet that included local contracts, contracts local to Seattle? A. Yes, I did.

Q. Did your organization, the WEW, distribute those booklets? A. Yes, we distributed them.

Q. I offer General Counsel's Exhibit No. 4 in evidence for the purpose of the Dockworkers', or for putting the Dockworkers' agreement in evidence.

Trial Examiner Wilson: Is there any objection.

Mr. Poth: We put the whole agreement in one, and the whole booklet in one yesterday, didn't we?

Trial Examiner Wilson: No, we did not. It was not admitted yesterday. I gather there is some objection to the admission of the Dockworkers' Agreement for the Port of Seattle in General Counsel's Exhibit No. 4. It will be admitted.

(Thereupon, the document heretofore marked as General Counsel's Exhibit No. 4 for identification was received in evidence.)

* * * * * [127]

Q. (By Mr. Tillman): Now, in addition to the Dockworkers agreement contained in this General

(Testimony of D. W. Cornell.)

Counsel's Exhibit No. 4, there is another document entitled, "Working and Dispatching Rules for the Port of Seattle." Is that the document which you referred to as more specifically covering Local 19's dispatching of Longshoremen? A. It is.

Q. Now, is that agreement between Local No. 19 and WEW?

A. Well, there again that is a difficult question to answer. It was negotiated locally.

Q. Between what parties?

A. Between members of the Waterfront Employers of Washington and representatives of Local 19. However, under the [129] initialled provisions of the Coast agreement.

* * * * *

Mr. Tillman: I will offer that document in evidence also.

Trial Exaxminer Wilson: Is there any objection?

Mr. Tillman: It being part of General Counsel's No. 4.

Trial Examiner Wilson: Hearing none, I assume that there is no objection, and it will be admitted in evidence as part of General Counsel's Exhibit No. 4. [130]

(The document heretofore marked General Counsel's Exhibit No. 4 for identification, was received in evidence as to the component parts referred to.)

GENERAL COUNSEL'S EXHIBIT No. 4-A

Prefatory Note to Pacific Coast Longshore Agreement: The Agreement which follows was initialed by the parties on December 17, 1948, but the final form of Agreement has not been signed and will not be signed until matters which are still the subject of negotiations, such as steam-schooners, etc., have been agreed upon.

AGREEMENT

This Agreement, dated December 6, 1948, by and between the Waterfront Employers Association of the Pacific Coast, Waterfront Employers Association of California, Waterfront Employers of Oregon and Columbia River, Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and the International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union.

Witnesseth:

This Agreement shall become effective on December 6, 1948, and shall remain in effect, unless terminated in accordance with other provisions in the Agreement, or unless the termination date is extended by mutual agreement, until and including June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

General Counsel's Exhibit No. 4-A—(Continued)

Section 1. Definition of Longshore Work:

(a) The provisions of this Agreement shall apply to all handling of cargo in its transfer from vessel to first place of rest, and vice versa, including sorting and piling of cargo on the dock, and the direct transfer of cargo from vessel to railroad car or barge, or vice versa, when such work is performed by Employees of the companies parties to this Agreement.

(b) It is agreed and understood that if the Employers, parties to this Agreement, shall sub-contract longshore work as defined in paragraph (a) above, provisions shall be made for the observance of this Agreement.

(c) The following occupations shall be included under the scope of this Agreement: Longshoremen, gang bosses, hatch tenders, winch drivers, donkey drivers, boom men, burton men, sack turners, side runners, front men, jitney drivers, lift jitney drivers and any other person in other categories doing longshore work as defined in paragraph (a) above. Existing practices arrived at by mutual consent under which other workers not affiliated with the ILWU perform any of this work shall not be changed.

(d) The terms and conditions of this Agreement shall apply to cleaning cargo holds, loading ship stores, handling lines, marking lumber, hauling ship, lashing, etc., when such work is performed by longshore employees of the companies parties to this Agreement. Existing practices under which other

General Counsel's Exhibit No. 4-A—(Continued)

workers perform any of the work described in this paragraph shall not be changed.

Section 2. Hours:

(a) Straight and Overtime Hours:

Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, average over a period of four weeks. The first six hours worked between the hours of 8:00 a.m. and 5:00 p.m. shall be designated as straight time, but there shall be no relief of gangs before 5:00 p.m. All work in excess of six hours between the hours of 8:00 a.m. and 5:00 p.m. and all work during meal time and between 5:00 p.m. and 8:00 a.m. on week days and from 5:00 p.m. on Friday to 8:00 a.m. on Monday, and all work on legal holidays, shall be designated as overtime.

(b) Meal Time:

Meal time shall be any one hour between 11:00 a.m. and 1:00 p.m. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate as the case may be, for all time worked in excess of five hours without a meal hour.

(c) Four-Hour Minimum:

Men who are ordered to a job and who report to work shall receive a minimum of four hours' work or four (4) hours' straight or overtime pay as the case may be. Men who are discharged for cause or who quit shall only be paid for their actual working time.

General Counsel's Exhibit No. 4-A—(Continued)

When men are ordered to report to work, or are ordered back to work from a previous day, their pay shall commence when they report for work (but not earlier than the time at which they were ordered to report) and shall continue, except for meal periods, until they are dismissed. In case there is no work or the work does not last four hours they shall receive four hours' pay.

When men resume or continue work between the hours of 1:00 a.m. and 5:00 a.m. they shall receive not less than four hours' pay at the overtime rate.

In applying paragraphs one and two of this subsection the Employer shall have the right to order back only such men and gangs as are necessary to finish the ship and to shift such men and gangs for this purpose.

(d) Nine-Hour Maximum Work Shift:

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 a.m. The day shift shall start at 8:00 a.m., except that the initial start may be made later than 8:00 a.m. The night shift shall start at 7:00 p.m.; provided that the Port Labor Relations Committee in any port may by mutual agreement alter the night shift starting time for such port to 6:00 or 8:00 p.m.; provided further that the initial start may be made later than the regular starting time but not later than twelve midnight.

The following are the extensions or exceptions to the nine (9) hour shift:

(1) Travel time, whether paid or unpaid, shall

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not be included in computing the nine (9) hour shift.

(2) A two (2) hour leeway shall be allowed, thus extending the nine (9) hour shift to an eleven (11) hour shift, when a vessel is required to finish, in order to shift from berth to berth.

(3) In order to finish a shift when sailing, additional hours may be worked, provided that all time worked in excess of eleven (11) hours shall be paid for at time and one-half of the then prevailing rate.

(4) The maximum nine (9) hour shift shall be extended to work a vessel in case of real emergency, such as fire, or a leaking vessel in danger of sinking.

(5) When no replacements are available to the Employer.

(6) To meet extraordinary or emergency situations, Port Labor Relations Commitees may, by mutual agreement of the parties, make limited exceptions to this rule.

(e) 1000 Hour Clause:

Anything in this Agreement to the contrary notwithstanding, it is agreed that no man shall be employed or shall work more than one thousand (1000) hours for any single employer during any period of twenty-six (26) consecutive weeks commencing at 8:00 a.m. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer

General Counsel's Exhibit No. 4-A—(Continued)
for additional work which will exceed said one thousand (1000) hour limitation. When a man has worked the maximum number of hours permitted by this sub-section for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any work day or fifty-six (56) hours in any work week for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks period, as the case may be. Time and one-half the regular rate as prescribed by Section 7 (b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a longshoreman or as a carloader, dock worker, or other category of employee, for an employer party to this Agreement shall be considered time worked for the purposes of this paragraph. Paid travel time likewise shall be considered time worked for the purpose of this paragraph.

In applying this provision, it is agreed that the over-all work opportunity of longshoremen of a port shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The union agrees to forthwith secure the certifi-

General Counsel's Exhibit No. 4-A—(Continued)

cation required by Section 7 (b) (1) of the Fair Labor Standards Act of 1938.

The Employers shall have the right at their discretion to terminate the provisions of the foregoing paragraphs upon 5 days' notice to the Union. If, by legislation or court decision, the obligations and rights of the parties to this Agreement with respect to overtime under the Fair Labor Standards Act should be altered then the provisions of the foregoing paragraphs shall be subject to renegotiation.

Section 3. Scheduled Day Off:

Each registered longshoreman shall be entitled to one full day (24 hours) off each payroll week. This day off shall be scheduled and fixed in advance and shall be regulated as follows:

(1) Insofar as possible, the work and the registration list in each port shall be so arranged and rotated that groups of registered longshoremen shall have consecutive Sundays off for a period of two consecutive months and a week day off each week for a period of each third month.

(2) Local Labor Relations Committees shall arrange and direct the scheduling of days off in each port in accordance with the above to the extent possible considering needs of the port and men available.

(3) Days off shall become effective as soon as scheduled by the Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Labor Relations Committee.

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Section 4. Holidays:

(a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, Statewide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

(b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

Section 5. Wages:

(a) Wage Rates:

(1) The basic rate of pay for longshore work shall not be less than one dollar and eighty-two cents ($1.82) per hour for straight time, nor less than two dollars and seventy-three cents ($2.73) per hour for overtime.

(2) Straight and overtime rates shall be paid according to the following schedule:

I. Basic Straight-Time Rate:

First six hours worked between the hours of 8 a.m. and 5 p.m., Monday through Friday.

II. Overtime Rate:

1. All work in excess of six hours between 8 a.m. and 5 p.m.

2. All work between 5 p.m. and 8 a.m. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.

General Counsel's Exhibit No. 4-A—(Continued)

3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays).

4. All work in excess of five consecutive straight-time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate:

1. Payable when working through other than noon meal hour.

2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.

3. All work in excess of five consecutive hours without an opportunity to eat when the rate then prevailing is the overtime rate.

4. All work in excess of five hours when also a meal hour.

5. All work in excess of eleven hours in any one shift when finishing the ship for sailing. This shall apply although the 12th hour may be worked after 8 a.m.

(b) Skill Differentials:

In addition to the basic wages for longshore work as specified in Section 5 (a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 9 and 16, the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

General Counsel's Exhibit No. 4-A—(Continued)

Skilled Gang Members
Straight Time Rates by Ports

State of Washington (except Columbia River ports)

	B	C	D	E
	10c	15c	20c	35c
Burton man	$1.92	....	....	....
Donkey driver	1.92	....	....	....
Winch driver	1.92	....	....	....
Hatch tender	1.92	....	....	....
Sack turner	1.92	....	....	....
Side runner	1.92	....	....	....
Boom man	1.92	....	....	....
Blade trucker $1.92 on the dock; $2.02 (aboard ship).				
Stowing mach. driver	1.92	....	....	....
Combination Lift Truck-Jitney Driver	1.92	....	....	....
Lift truck driver	1.92	....	....	....
Portland, Oregon, and Columbia River District Ports (1) Southwestern Oregon Ports.				
Gang boss	...	$1.97	$2.02 (Coos Bay)	....
Burton man	1.92	....	....	....
Winch driver	1.92	....	....	....
Hatch tender	1.92	....	....	....
Sack turner	1.92	....	....	....
Side runner	1.92	....	....	....
Boom man	1.92	....	....	....

General Counsel's Exhibit No. 4-A—(Continued)

	B	C	D	E
	10c	15c	20c	35c
Stowing mach. driver (includes donkey driver, bull winch driver)	1.92	....	....	....
Combination Lift Truck-Jitney Driver	1.92	....	....	....
Lift truck driver	1.92	....	....	....
Crane chaser	1.92	....	....	....

(1) When an extra man is employed at the S.P. Siding Open Dock in Portland, Oregon, as a utility man (as defined in the Labor Relations Committee Minutes of March 13, 1945) he shall receive $1.92 straight time.

San Francisco				
Gang boss	$1.92	....	....	....
Winch driver	1.92	....	....	....
Hatch tender	1.92	....	....	....
Combination Lift Truck-Jitney Driver	1.92	....	....	....
Lift Truck Driver	1.92	....	....	....
Southern California				
Burton man	1.92	....	....	....
Winch driver	1.92	....	....	....
Hatch tender	1.92	....	....	....
Guy man	1.92	....	....	....
Combination Lift Truck-Jitney Driver	1.92	....	....	....
Lift Truck Driver	1.92	....	....	....
Gang Boss	...	....	....	$2.17 (Port Hueneme)

General Counsel's Exhibit No. 4-A—(Continued)

(c) Skill Differential for Combination Lift Truck and Jitney Drivers:

The Port Labor Relations Committees shall establish and maintain lists of Jitney Drivers and Combination Lift Truck-Jitney Drivers, and they shall be dispatched as ordered.

The rate of pay for Jitney-drivers shall be the basic longshore rate. When a Jitney-driver is dispatched to drive jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

The rate of pay for a Combination Lift Truck-Jitney Driver, when dispatched in this capacity, shall be 10 cents over the basic longshore rate for straight time and 15 cents for overtime. Combination men dispatched to the job, may be required to work both as Jitney and Lift Truck Drivers. When a Combination man, dispatched as such, is required to drive Jitney, he shall be paid the differential named herein, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates:

(1) In addition to the basic wages for longshore work as specified in Section 5(a), additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified below. (See table on page 139.)

(2) The parties recognize that the list of penalties requires thorough review because of the fact that

General Counsel's Exhibit No. 4-A—(Continued)

since the list was agreed to there have been many new cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(3) The penalty cargo rates shall apply to all members of the longshore gang, including dockmen except wherein otherwise specified. Where two penaltry rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty be paid.

(4) During overtime hours the penalty rate shall be one and one-half times the straight-time penalty rate.

(5) The straight time penalty rate for working explosives shall at all times equal the basic straight time rate.

(6) Where skill differentials and penalities both apply, the allowance for both the skill and differential and the penalty shall be added to the basic rate, and skill differentials and/or penalties shall be augmented by the normal overtime allowance during overtime hours.

(7) The table inserted at the end of the Agreement sets forth the conditions under which the basic straight time rate, overtime rate, and time and one-half the overtime rate shall be paid under the terms of this Agreement, and the conditions under which penalties and/or skill differentials apply.

(e) Subsistance:

Subsistence rates when payable shall be two dollars and twenty-five cents ($2.25) per night for

General Counsel's Exhibit No. 4-A—(Continued)
lodging and one dollar and twenty-five cents ($1.25) per meal.

Section 6. Vacations:

(a) Each member of the Waterfront Employers Association of the Pacific Coast agrees to pay a proportionate share of the vacation pay of each longshoreman working in any particular port, the amount of and the eligibility for such vacation to be fixed in accordance with paragraph (b) hereof, and the individual share of each member to be determined as follows:

(1) The individual employer will be liable for a share of the vacation pay payable to every longshoreman working in each port in which the member has employed any longshore labor.

(2) Each member's liability for each eligible longshoreman's vacation pay shall be the proportion of the individual's pay that is equal to the proportion that the total number of longshore hours of work performed for that member in that port bears to the total number of longshore hours of work performed by all employers in that port participating in this vacation plan. It is the purpose of this paragraph to provide for a several liability for each employer and to provide for a liability from every employer participating in the vacation plan in a port to every longshoreman in the port who is eligible for vacation pay under paragraph (b) hereof.

(b) In any payroll year: (1) Longshoremen who are registered and qualified on December 31, of the

General Counsel's Exhibit No. 4-A—(Continued)

calendar year in which they earn their vacation shall receive a vacation with pay the following year at the prevailing straight-time rates, as follows:

A. One week's vacation with pay, provided he has worked at least 800 hours but less than 1344 hours in the previous payroll year;

B. Two weeks' vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year.

C. One week's vacation with pay shall be equal to 40 hours at the prevailing straight-time rate and two weeks' vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(2) Longshoremen shall be credited with hours of work performed for employers subject to this Agreement as longshoremen, carloaders and unloaders or dock workers under collective bargaining contracts to which the said employers are parties, but no worker shall receive two vacations in the same year, one under this Agreement and another under a carwork or dockwork agreement.

(3) A longshoreman's vacation pay shall be calculated on the basic longshore rate prevailing at the time of his vacation, unless during the second half of the qualifying year he shall have worked at least half of his eight hundred (800) or thirteen hundred and forty-hour (1344) qualifying hours at a skilled rate, in which event such skilled rate shall be used.

(4) Qualifying hours shall be limited to work performed for employers parties to this Agreement and to work in one port only in one year, provided,

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however, that hours worked by longshoremen in one port shall be transferred to and added to hours of work in any other port if such longshoreman shall have been transferred on the registration list in accordance with the rules and with the consent of the Labor Relations Committee of the latter port.

Hours worked in various ports in respective areas shall be totaled for vacation purposes and all paid time such as standby, minimum pay or travel time included in qualifying hours.

(5) Vacations will be scheduled to the maximum extent possible between the months of May and October inclusive by the Labor Relations Committee of the Port.

(6) Each registered longshoreman entitled to a vacation shall take a vacation.

(7) A registered longshoreman whose registration is cancelled after he shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(8) In case a registered longshoreman dies after he has fulfilled all the requirements for a vacation with pay, his vacation pay will be paid to his widow or beneficiary.

(c) The Waterfront Employers Association of the Pacific Coast shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available in each port area.

(d) Any public port or port commission may be-

General Counsel's Exhibit No. 4-A—(Continued)

come a party to this vacation agreement by notifying the Union and the Association, prior to the first day of the calendar year in which the vacation is to be taken. Similarly any or all of the armed services may become parties. In the event that one or more public ports or armed services becomes a party to the agreement, said port(s) or service(s) shall be placed in the same status as an individual employer member of the Waterfront Employers Association for all the purposes of this Agreement.

(e) The provisions of this section shall become effective with respect to qualifying hours in the payroll year commencing December 27, 1948, and vacations payable in 1950.

(f) All the vacation provisions included in the agreement dated June 6, 1947, will apply when making vacation payments in 1949, based on 1948 and 1947 qualifying hours, with the following exceptions:

(1) All longshoremen who have worked 1344 hours or over in 1948 shall receive vacations in accordance with the aforesaid agreement.

(2) Each longshoreman who in 1948 has worked 1008 hours but less than 1344 hours and who has otherwise met all requirements of the June 6, 1947, agreement for a one week's or a two weeks' vacation shall receive as his respective case may be, a one week's vacation with pay in an amount equal to 30 hours at the prevailing straight-time rate, or two weeks' vacation with pay in an amount equal to 60 hours at the prevailing straight-time rate.

General Counsel's Exhibit No. 4-A—(Continued)

Section 7. Hiring Hall, Registration and Preference:

(a) Hiring Hall:

(1) The hiring of all longshoremen shall be through halls maintained and operated jointly by the International Longshoremen's and Warehousemen's Union and the respective Employers Associations. The hiring and dispatching of all longshoremen shall be through one central hiring hall in each of the ports, with such branch halls as shall be mutually agreed upon in accord with provisions of Section 14(c). All expense of the dispatching halls shall be borne one-half by the International Longshoremen's and Warehousemen's Union and one-half by the Employers.

(2) Each longshoreman registered at any hiring hall who is not a member of the International Longshoremen's and Warehousemen's Union shall pay to the Union toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the Union.

(3) Non-Association employers shall be permitted to use the hiring hall only if they pay to the Association for the support of the hiring hall the equivalent of the dues and assessments paid by Association members. Such non-member employer shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port shall be allocated men on the same

General Counsel's Exhibit No. 4-A—(Continued)

basis as men are allocated to Association members.

(b) Hiring Hall Personnel:

(1) The personnel for each hiring hall, with the exception of Dispatchers, shall be determined and appointed by the Labor Relations Committee of the port. Dispatchers shall be selected by the Union through elections in which all candidates shall qualify according to standards prescribed and measured by the Labor Relations Committee of the port. If they fail to agree on the appropriate standards or on whether a candidate is qualified under the standards, the dispute shall be decided in accord with provisions of Section 14(a). The standards for Dispatchers shall be uniform among the several ports insofar as possible.

(2) All Dispatchers hereafter elected shall be permitted to hold office for the duration of this Agreement, excepting only in those ports where dispatching is done on a part-time basis by a person holding union office and acting in a dual capacity.

Neither the constitution nor any rule of the Union or any of its locals shall abridge the foregoing provision.

(3) All personnel of the Hiring Hall, including Dispatchers, shall be governed by rules and regulations agreed upon by the Port Labor Relations Committee, and shall be removable for cause by the Port Labor Relations Committee.

(4) The employer, when desired, shall be permitted to maintain a representative in the Hiring Hall at all times.

General Counsel's Exhibit No. 4-A—(Continued)

(c) Registration:

(1) The Port Labor Relations Committee in any port shall have control over registration lists in that port, including the power to make additions to or subtractions from the registration lists as may be necessary.

(2) When it becomes necessary to drop men from the registration list, seniority on the list shall prevail.

(3) Longshoremen not on the registration list shall not be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work.

(d) Preference:

Preference of employment shall be given to members of the International Longshoremen's and Warehousemen's Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This section shall not deprive the Employers' members of the Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

Section 8. Organization of Gangs and Methods of Dispatching:

The Labor Relations Committee for each port shall determine the organization of gangs and methods of dispatching. Standard gangs shall uni-

General Counsel's Exhibit No. 4-A—(Continued)

formly consist of ship gangs only, and the constitution of ship gangs shall follow presently established port practices. All gangs larger than a standard gang and all longshoremen who are not members of regular gangs shall be dispatched only as ordered by the employer. Subject to this provision and the limitation of hours fixed in this Agreement, the employers shall have the right to have dispatched to them, when available, the gangs in their opinion best qualified to do their work. Subject to the provisions of this Agreement, gangs and men not assigned to gangs shall be so dispatched as to equalize their work opportunities as nearly as practicable having regard to their qualifications for the work they are required to do. The employers shall be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

Section 9. No Strikes, Lockouts and Work Stoppages:

(a) There shall be no strike, lockout or work stoppage for the life of the Agreement.

(b) How Work Shall be Carried On:

In the event grievances or disputes arise on the job work shall be performed in accordance with the specific provisions of the Agreement, or if the matter is not covered by the Agreement, work shall be continued as directed by the employer.

(c) Exceptions for Health and Safety:

No longshoreman shall be required to work when

General Counsel's Exhibit No. 4-A—(Continued)

in good faith he believes that to do so is to immediately endanger health and safety.

(d) Picket Lines:

Refusal to cross a legitimate and bonafide picket line as defined in this paragraph shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the ILWU longshore local unions, about the premises of an employer with whom it is engaged in a bonafide dispute over wages, hours or working conditions of employees, a majority of whom it represents as the collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and demonstration picket lines are not legitimate and bonafide picket lines within the meaning of this Agreement.

Section 10. No Discrimination:

There shall be no discrimination by the Employers or by anyone employed by the Employers against any registered longshoreman and/or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

Section 11. Sling Load Limits:

Loads for commodities covered herein handled by longshoremen shall be of such size as the employer shall direct within the maximum limits hereinafter specified, and no employer shall direct and no longshoreman shall be required to handle loads in excess of those hereinafter stated. The following

General Counsel's Exhibit No. 4-A—(Continued)

standard maximum sling loads are hereby adopted:

Commodity	sling load
(1) Canned Goods	
24—2½ talls, 6—12's tall and 48—1 talls (including salmon)	35 cases
When loads are built of 3 tiers of 12	36 cases
24—1 talls	60 cases
24—2's talls	50 cases
6—10's talls	40 cases
Miscellaneous cans & jars—Maximum 2100 lbs.	
(2)—Dried Fruits and Raisins (Gross Weight)	
22 to 31 lbs.	72 cases
32 to 39 lbs.	60 cases
40 to 50 lbs.	40 cases
24—2 lbs.	35 cases
48—16 oz.	40 cases
(3)—Fresh Fruits—Standard Boxes	
Oranges—Standard	27 boxes
Oranges—Maximum	28 boxes
Apples and Pears	40 boxes
(4)—Miscellaneous Products	
Case Oil—2—5 gal. cans (hand hauled to or from ship's tackle)	18 cases
Power hauled to or from ship's tackle	24 cases
Cocoanut	12 cases
Tea—Standard	12 cases
Tea—Small	16 cases
Copper slabs (large)	5 slabs
Copper slabs (small)	6 slabs
Copper (bars)	9 bars
Copper (Ingots), Approximately 43 lbs. per Ingot	48 ingots

General Counsel's Exhibit No. 4-A—(Continued)

Commodity	sling load
Cotton, under standard conditions	3 bales
Rubber (1 tier on sling), maximum	10 bales
Gunnies, large	2 bales
Gunnies, medium	3 bales
Gunnies, small	4 bales
Rags, large (above 700 lbs.)	2 bales
Rags, medium (500 to 700 lbs.)	3 bales
Rags, small (below 500 lbs.)	4 bales
Sisal, large	3 bales
Hemp, ordinary	5 bales
Jute (400 lb. bales)	5 bales
Pulp, bales weighing 350 lbs. or more	6 bales
Pulp, bales weighing 349 lbs. or less	8 bales
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less	4 drums
(When Using Chine Hooks)	
Steel drums, containing Asphalt, Oil, etc., weighing 500 lbs. or less on board (capacity of board—1 tier), maximum of	5 drums
Barrels, wood, heavy, containing wine, lard, etc., maximum of	4 bbls.
(When Using Chine Hooks)	
Barrels, wood, heavy, containing wine, lard, etc. (capacity of board—1 tier), on board maximum of	4 bbls.
Barrels, wood, containing dry milk, sugar, etc.	6 bbls.
(Present port practice or gear in handling drums of asphalt or barrels shall not be changed in order to increase the load.)	
Newsprint, rolls	2 rolls

General Counsel's Exhibit No. 4-A—(Continued)

Commodity	sling load
Newsprint, rolls (when weight is 1800 lbs. or over)	1 roll
(5)—Sacks	
Flour—140 lbs.	15 sacks
Flour— 98 lbs.	20 sacks
Flour— 49 lbs.	40 sacks
Flour— 49 lbs. (in balloon sling)	50 sacks
Cement	22 sacks
Wheat	15 sacks
Barley	15 sacks
Coffee—Power haul from and to ship's tackle	12 sacks
Coffee—Hand Pulled From and to Ship's Tackle (Bags Weighing Approximately 136 lbs.)	9 sacks
Coffee—Hand pulled from and to ship's tackle (bags weighing 137 and over)	8 sacks
Other sacks—maximum	2100 lbs.

(6)—When flat trucks are pulled by hand between ship's tackle and place of rest on dock, load not to exceed ..... 1400 lbs.

(7)—Number of loaded trailers (4 wheeler)—to be hauled by jitney as follows: Within the limits of the ordinary berthing space of the vessel.. ..... 2 trailers

Long hauls to bulk head warehouses or to adjoining docks or berths..... 3 trailers

Extra long haul to separate docks or across streets—4 trailers providing that four (4) trailers shall be used only where it is now the port practice.

General Counsel's Exhibit No. 4-A—(Continued)

Commodity sling load

(8)—When cargo is transported to or from the point of stowage by power equipment, the following loads shall apply:

48—1 talls 40

24—1 talls 60

24—2's talls 48

24—2½'s talls 40

6—10's talls 50

6—12's talls 50

The packages described in the foregoing schedule for maximum load limits are for the standard sizes by weight and measurement usually moving. If any commodities named are found to be moving of a size as to weight and measurement different from that which heretofore moved, the maximum load limit will be moved accordingly for any such commodity, by mutual agreement, from time to time as required.

It is agreed that the Employers will not use the maximum loads herein set forth as a subterfuge to establish unreasonable speed-ups; nor will the ILWU resort to subterfuge to curtail production.

Section 12. Labor Saving Devices and Methods:

There shall be no interference by the Union with the employer right to operate efficiently and to change methods of work, utilizing labor saving devices and directing the work through employer representatives while explicitly observing the provi-

General Counsel's Exhibit No. 4-A—(Continued)

sions and conditions of the Agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employer shall make every effort to discuss with the Union in advance the introduction of any major change in operations.

If at any time the Union shall notify the Employers that it contends that earnings of Registered Longshoremen and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and, if the parties cannot agree, for arbitration before the Coast Arbitrator, upon the establishment that there is reasonable compliance with this Agreement and that the following conditions then exist:

(1) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced.

(2) That such increased use has materially and adversely affected the earnings and employment of Registered Longshoremen on the Pacific Coast;

(3) That the Union and its members have not interfered with and are not interfering with the introduction of labor saving devices by employers;

(4) That efficiency in longshore work has been materially improved as a result of such use.

General Counsel's Exhibit No. 4-A—(Continued)

Section 13. Safety:

(a) Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

(1) The Union and the Employers will abide by the rules set forth in the existing Pacific Coast Marine Safety Code which shall be applicable in all ports covered by the Agreement.

(2) The Employers will provide safe gear and safe working conditions and comply with all safety rules.

(3) The Employers will maintain, direct and administer an adequate accident prevention program.

(4) The Union will cooperate in this program and develop and maintain procedures which will influence its members to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

(5) The employees individually will comply with all safety rules, and cooperate with management in the carrying out of the accident prevention program.

(b) To make effective the above statements and promote on-the-job accident prevention, employer-employee committees will be established in each port. These committees will consist of equal numbers of employer and employee representatives at the job level. Each category of employees such as deck men, hold men, dock men and lift and jitney drivers should be represented. Employers' representatives should be from the supervisory level. The

General Counsel's Exhibit No. 4-A—(Continued)

purpose of the committees will be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making practical use of the intimate knowledge of working conditions and practices of the men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident producing circumstances and conditions.

Section 14. Grievance Machinery:

(a) Procedure for Handling Grievances and Disputes:

Grievances arising on the job shall be processed in the following manner:

(1) The gang steward and his immediate supervisor, where the grievance is confined to one gang, or any one steward who is a working member of an affected gang where the grievance involves more than one gang or a dock operation, shall take the grievance to the walking boss, or ship or dock foreman in immediate charge of the operation.

(2) If the grievance is not settled as provided in the foregoing paragraph, it shall be referred for determination to an official designated by the Union and to a representative designated by the employer.

(3) If the grievance is not settled in steps (1) and (2) above, it shall be referred to the Port Labor Relations Committee.

(4) The Port Labor Relations Committee shall

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have the power and duty to investigate and adjudicate all disputes arising under this Agreement, including grievances referred to it under paragraph (3) above. In the event that the employer and Union members of any Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the appropriate Area Labor Relations Committee for decision. In the event that the employer and Union members of any Area Labor Relations Committee fail to agree on any question before it, such question shall be immediately referred at the request of either party to the Area Arbitrator for hearing and decision, and the decision of the Area Arbitrator shall be final and conclusive except as otherwise provided in the next paragraph.

(5) Any decision of a Port or Area Labor Relations Committee or of an Area Arbitrator claimed by either party to conflict with this Agreement shall immediately be referred at the request of such party to the Coast Labor Relations Committee, and, if the Coast Labor Relations Committee cannot agree, to the Coast Arbitrator, for review. The Coast Labor Relations Committee, and if it cannot agree, the Coast Arbitrator shall have the power and duty to set aside any such decision found to conflict with this Agreement and to finally and conclusively determine the dispute; provided, however, that neither the Coast Labor Relations Committee nor the Coast Arbitrator shall have any power to review decisions

General Counsel's Exhibit No. 4-A—(Continued)
relative to the methods of maintaining registration lists, or the operation of hiring halls, or the interpretation of port working and dispatching rules, or the interpretation or enforcement of contract provisions relative to continuance of work pending determination of disputes, or discharges, or pay (including travel pay and penalty rates), or the interpretation or enforcement of slingload limits. It shall be the duty of the moving party in any case brought before the Coast Arbitrator under the provisions of this paragraph to make a prima facie showing that the decision in question conflicts with this Agreement, and the Coast Arbitrator shall pass upon any objection to the sufficiency of such showing before ruling on the merits.

(6) All meetings of the Coast Labor Relations Committee and all arbitration proceedings before the Coast Arbitrator shall be held in the City and County of San Francisco, State of California, unless the parties shall otherwise stipulate in writing.

(b) Business Agents:

To aid in prompt settlement of grievances and to observe contract performance, it is agreed that union Business Agents as Union representatives shall have access to ships and wharves of the employers to facilitate the work of the business agent, and in order that the employer may cooperate with the Business Agent in the settlement of disputes the Business Agent shall notify the representative designated by the employer before going on the job.

(c) Labor Relations Committees:

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(1) The parties shall immediately establish, and shall maintain during the life of this Agreement, a Port Labor Relations Committee for each port affected by this Agreement, an Area Labor Relations Committee for each of the four port areas (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington), and a Coast Labor Relations Committee at San Francisco, California, each of said labor relations committees to be comprised of three representatives designated by the Union and three representatives designated by the Employers. By mutual consent any labor relations committee may change the number of representatives of the respective parties.

(2) Subject to provision of Section 14(a) the duties of the Port Labor Relations Committee shall be:

A. To maintain and operate the hiring hall.

B. To have control of the registration lists of the port, as specified in Section 7(c).

C. To decide questions regarding rotation of gangs and extra men.

D. To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 14(a).

(d) Arbitrators and Awards:

(1) The parties shall immediately select an arbitrator for each of the said four port areas and a Coast Arbitrator. If the parties fail to agree upon an Area Arbitrator or upon the Coast Arbitrator, he shall be appointed at the request of either party by

General Counsel's Exhibit No. 4-A—(Continued)

the United States Secretary of Labor. The several arbitrators shall hold office during the life of this Agreement. If any arbitrator shall at any time be unable or refuse or fail to act or shall resign, the same procedure shall govern for the selection of his successor or substitute.

(2) Powers of arbitrators shall be limited strictly to the application and interpretation of the Agreement as written. Subject to the limitations contained in Section 14(a)(5) limiting the types of cases subject to review by the Coast Arbitrator, the arbitrators shall have jurisdiction to decide any and all disputes arising under the Agreement.

Arbitrators' decisions must be based upon the showing of facts and their application under the specific provisions of the written Agreement and be expressly confined to, and extend only to, the particular issue in dispute. The arbitrators shall have power to pass upon any and all objections to their jurisdiction. If an arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

(3) Upon completion of the codification of working rules and incorporation into the Agreement by the parties of all applicable arbitration awards not superseded by the Agreement, the arbitrators shall not consider any award or ruling in passing upon disputes arising under the Agreement.

In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall

General Counsel's Exhibit No. 4-A—(Continued)

be disqualified for further service under the Agreement.

All decisions of the Coast Arbitrator and of any Area Arbitrator (except as provided in Section (14)(a)(5)), shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the several arbitrators, and their respective compensations or salaries, shall be borne equally by the parties. The several labor relations committees and arbitrators shall at all times be available for the performance of their respective functions and duties under the provisions of this Agreement.

(e) Discharges:

(1) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

(2) Such longshoreman shall not be dispatched to such employer until his case shall have been heard and disposed of before the Port Labor Relations Committee, and no other employer shall refuse employment to such longshoreman on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 14; provided, however, that no grievance relating to discharge shall be processed beyond the Area Arbitrator.

General Counsel's Exhibit No. 4-A—(Continued)

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Port and Area Labor Relations Committees and before the Area Arbitrator. In case of discharge without sufficient cause, the Committee may order payment for lost time or reinstatement with or without payment for lost time.

(f) Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses:

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in connection with his work as a longshoreman or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint.

If within thirty (30) days thereafter the Employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed:

The Port Labor Relations Committee shall have the power and duty to impose penalties on longshoremen who will be found guilty of stoppages of work, refusal to work cargo in accordance with the

General Counsel's Exhibit No. 4-A—(Continued)

provisions of this Agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or broaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this Agreement or any award or decision of an Arbitrator.

The penalties for pilferage, drunkenness and smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, six months' suspension. Maximum penalty, discretionary.

For pilferage, second offense: Mandatory cancellation from registration list.

For drunkenness and for smoking in prohibited areas: First offense, suspension for 15 days; second offense, suspension for 30 days; succeeding offenses, minimum penalty, 60 days' suspension, maximum penalty, discretionary.

Provided, however, that in the case of a first pilferage offense, if the accused longshoreman is sentenced to jail, then such jail sentence shall take the place of suspension under this Agreement.

(g) Other Means of Settling Grievances:

Nothing in this section shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

Section 15. Wage Review:

(a) Basic straight and overtime rates shall be subject to review on September 30, 1949, and September 30, 1950, at the request of either party. The

General Counsel's Exhibit No. 4-A—(Continued)

party desiring wage review shall give notice of such desire not less than thirty days prior to the review date. If no agreement is reached through negotiation in fifteen (15) days, the issue shall be referred to the Coast Arbitrator, the award to be rendered by the review date and become effective 12:01 a.m. of the review date.

(b) The subject of welfare and pension plans for longshoremen may be a matter of negotiations in any wage review, but is not subject to arbitration or strike under the wage review provision of the Agreement.

Section 16. Modification:

The parties realize that from time to time after agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during the term of agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or, that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

Section 17. Certification:

This Agreement is made subject to obtaining the

General Counsel's Exhibit No. 4-A—(Continued)

certification required by Section 7(b)(1) of the Fair Labor Standards Act and shall be without force or effect until and unless such certification is obtained.

Addendum to Coast Longshore Agreement:

If registration, hiring, dispatching or preference provisions of this Agreement are suspended in any way as a result of legal action or injunction proceedings, then such provisions shall be opened for negotiations for substitute provisions complying with the law, and the substitute provision hereinafter set forth shall apply for the period of negotiations:

(a) Working preference to registered men.

(b) In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.

(c) In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.

(d) Non-union men being dispatched through the hiring hall shall pay to the Union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract which sum shall not exceed that being then currently paid by members of the Union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.

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Negotiations shall be carried on for a period of 120 days or until agreement is reached whichever is sooner. If agreement is not reached by the end of the 120 day period the above substitute provisions shall continue in effect.

In the event that any outside authority acts to nullify in whole or in part the above substitute provisions if invoked or any substitute provisions which may have been agreed to in negotiations the parties agree to resist such action. If nevertheless the provisions are nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the law. In the event no agreement is reached within the 120 day period or in the event any agreement which may be reached is nullified in whole or in part either party hereto may cancel this Agreement upon 5 days' written notice.

(e) In the event the above substitute provisions are invoked as herein provided the first two paragraphs of sub-section (f) of Section 14 of the Agreement may be renegotiated and the third paragraph thereof shall be amended by adding thereto the following:

"It is also understood that either party may cite before the Labor Relations Committee any union or non-union longshoreman whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto and by action of the joint committee longshoremen

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found guilty of such conduct may be suspended or dropped from the registration list. The standards of conduct imposed hereunder shall be the same for all longshoremen."

GENERAL COUNSEL'S EXHIBIT No. 4-B

DOCK WORKERS' AGREEMENT
FOR PORT OF SEATTLE

This Agreement, dated by and between the Waterfront Employers of Washington, hereinafter designated as the Employers, on behalf of their respective members, and Local 19, International Longshoremen's and Warehousemen's Union, hereinafter designated as the Union, covering dock work performed in the port of Seattle by members of the Employers;

Witnesseth:

Section 1. Terms of Agreement:

This Agreement shall become effective, except as hereinafter provided, on February 26, 1949, and shall remain in effect, unless terminated in accordance with other provisions in the Agreement, or unless the termination date is extended by mutual agreement, until and including June 15, 1951, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, said notice to be given at least sixty (60) days prior to the expiration date. Negotiations shall commence within ten (10) days after the giving of such notice.

General Counsel's Exhibit No. 4-B—(Continued)

Section 2. Definition of Dock Work:

(a) Dock work is defined as cargo handling on dock, car or scow, not in conjunction with ship's sling; dock work includes the loading into cars of cargo which has been handled direct from ship's tackle at a dock to a first place of rest in the transit shed, or to first place of rest in a warehouse adjoining the dock or adjacent thereto; dock work also includes the unloading from the cars into a warehouse of cargo destined for subsequent movement to ship's tackle at a dock adjoining said warehouse or adjacent thereto; dock work also includes handling cargo onto, or on platforms, skids, or other devices, when the cargo is not removed therefrom during the time that it is moved from ship to car or scow, or from car or scow to ship.

(b) If the Employers shall sub-contract dock work, as defined in sub-section (a), provision shall be made for the observance of this Agreement.

(c) Existing practices arrived at by mutual consent under which men not affiliated with the Union perform dock work shall not be changed.

Section 3. Hours:

(a) Straight and Overtime Hours:

Six hours shall constitute a day's work. Thirty hours shall constitute a week's work, averaged over a period of four weeks. The first six hours worked between the hours of 8:00 A.M. and 5:00 P.M. shall be designated as straight time, but there shall be no relief of men before 5:00 P.M. All work in excess of six hours between the hours of 8:00 A.M. and 5:00

General Counsel's Exhibit No. 4-B—(Continued)

P.M. and all work during meal time and between 5:00 P.M. and 8:00 A.M. on week days and from 5:00 P.M. on Friday to 8:00 A.M. on Monday, and all work on legal holidays, shall be designated as overtime.

(b) Meal Time:

Meal time shall be any one hour between 11:00 A.M. and 1:00 P.M. When men are required to work more than five consecutive hours without an opportunity to eat, they shall be paid time and one-half of the straight or overtime rate, as the case may be, for all time worked in excess of five hours without a meal hour.

(c) Four Hour Minimum:

Men who are ordered to a job and who report to work shall receive a minimum of four hours work or four (4) hours straight or overtime pay as the case may be. Men who are discharged for cause or who quit shall only be paid for their actual working time.

When men are ordered to report to work, or are ordered back to work from a previous day, their pay shall commence when they report for work (but not earlier than the time at which they were ordered to report) and shall continue, except for meal periods, until they are dismissed. In case there is no work or the work does not last four hours they shall receive four hours pay.

When men resume or continue work between the hours of 1:00 A.M. and 5:00 A.M. they shall re-

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ceive not less than four hours' pay at the overtime rate.

(d) Nine Hour Maximum Work Shift:

The maximum work shift shall be nine (9) hours in any twenty-four (24) hour period commencing at 8:00 A.M. The day shift shall start at 8:00 A.M. except that the initial start may be made later than 8:00 A.M. The night shift shall start at 7:00 P.M.; provided that the Port Labor Relations Committee may by mutual agreement alter the night shift starting time to 6:00 or 8:00 P.M.; provided further that the initial start may be made later than the regular starting time but not later than twelve midnight.

The following are the extensions or exceptions to the nine (9) hour shift:

(1) Travel time, whether paid or unpaid, shall not be included in computing the nine (9) hour shift.

(2) When no replacements are available to the employer.

(3) A two hour leeway shall be allowed, thus extending the nine hour shift to an eleven hour shift, in order to complete handling of cargo necessary to allow a ship to shift or sail.

(4) To meet extraordinary or emergency situations, the Port Labor Relations Committees may, by mutual agreement of the parties, make limited exceptions to this rule.

(e) 1000 Hour Clause:

Anything in this Agreement to the contrary not-

General Counsel's Exhibit No. 4-B—(Continued)

withstanding, it is agreed that no man shall be employed or shall work more than one thousand (1000) hours for any single employer during any period of twenty-six (26) consecutive weeks commencing at 8:00 A.M. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer for additional work which will exceed said one thousand (1000) hour limitation. When a man has worked the maximum number of hours permitted by this sub-section for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any work day or fifty-six (56) hours in any workweek for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks period, as the case may be. Time and one-half the regular rate as prescribed by Section 7(b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a dock worker or longshoreman or other category of employee, for an employer party to this Agreement shall be consid-

General Counsel's Exhibit No. 4-B—(Continued)

ered time worked for the purposes of this sub-section. Paid travel time likewise shall be considered time worked for the purpose of this sub-section.

In applying this sub-section, it is agreed that the over-all work opportunity of dock workers shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The Union agrees to forthwith secure the certification required by Section 7(b)(1) of the Fair Labor Standards Act of 1938.

The Employers shall have the right at their discretion to terminate the provisions of this subsection upon 5 days' notice to the Union. If, by legislation or court decision, the obligations and rights of the parties to this Agreement with respect to overtime under the Fair Labor Standards Act should be altered, then the provisions of this sub-section shall be subject to renegotiation.

Section 4. Scheduled Day Off:

Each registered dock worker shall be entitled to one full day (24 hours) off each payroll week. This day off shall be scheduled and fixed in advance and shall be regulated as follows:

(a) Insofar as possible, the work and the registration list shall be so arranged and rotated that groups of registered dock workers shall have consecutive Sundays off for a period of two consecutive months and a week day off each week for a period of each third month.

(b) The Port Labor Relations Committee shall arrange and direct the scheduling of days off in ac-

General Counsel's Exhibit No. 4-B—(Continued)

cordance with the above to the extent possible considering needs of the port and men available.

(c) Days off shall become effective as soon as scheduled by the Port Labor Relations Committee and the men so notified. The days off so scheduled shall remain in effect until changed by the Port Labor Relations Committee.

(d) There shall be no duplication of time off under the provisions of this Agreement and the Agreement dated December 6, 1948, between Waterfront Employers Association of the Pacific Coast (hereinafter called the Coast Association) and the International Longshoremen's and Warehousemen's Union (hereinafter called the International Union), which said Agreement, and as hereafter amended, is called the Coast Agreement.

Section 5. Holidays:

(a) The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, State-wide Election Day, Christmas Day, or any other legal holiday that may be proclaimed by state or national authority. When a holiday falls on Sunday the following Monday shall be observed as a holiday.

(b) Election Day. On election day the work shall be so arranged as to enable the men to vote.

Section 6. Wages:

(a) Basic Wage Rates:

(1) The basic rate of pay for dock work shall not

General Counsel's Exhibit No. 4-B—(Continued)

be less than One Dollar and Eighty-two cents ($1.82) per hour for straight time, nor less than Two Dollars and Seventy-three cents ($2.73) per hour for overtime.

(2) Straight and overtime rates shall be paid according to the following schedule:

I. Basic Straight-Time Rate:

1st six hours worked between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

II. Overtime Rate:

1. All work in excess of six hours between 8:00 A.M. and 5:00 P.M.

2. All work between 5:00 P.M. and 8:00 A.M. on week days, and all work on Sundays, Saturdays and legal holidays except such work as is covered by meal hour provisions set forth in III.

3. Payable when working through the noon meal hour (except on Saturdays, Sundays and legal holidays).

4. All work in excess of five consecutive straight time hours without an opportunity to eat.

III. Time and One-Half the Overtime Rate:

1. Payable when working through other than noon meal hour.

2. Payable when working through noon meal hour on Saturdays, Sundays and legal holidays.

3. All work in excess of five consecutive hours without an apportunity to eat when the rate then prevailing is the overtime rate.

4. All work in excess of five hours when also a meal hour.

General Counsel's Exhibit No. 4-B—(Continued)

(b) Skill Differentials:

In addition to the basic wages for dock work as specified in Section 6 (a), additional wages to be called skill differentials shall be paid for the types of work specified below. Except as provided by Sections 10 and 17 the skill differentials specified shall be the only skill differentials payable and none of such differentials shall hereafter be subject to alteration or amendment.

During overtime hours, the differential for these types of work shall be one and one-half times the straight-time differential.

Hatch Tender	10c S.T.	15c O.T.
Boom Man	10c S.T.	15c O.T.
*Blade Trucker on Dock.....	10c S.T.	15c O.T.
Combination lift-jitney dvr.	10c S.T.	15c O.T.
Lift Driver	10c S.T.	15c O.T.

(*Within the meaning of blade trucker as established under the Coast Longshore Agreement.)

(c) Skill Differential for Combination Lift and Jitney Drivers:

The Port Labor Relations Committee shall establish and maintain lists of Jitney Drivers and Combination Lift Truck-Jitney Drivers, and they shall be dispatched as ordered.

The rate of pay for Jitney Drivers shall be the basic dock-work rate. When a Jitney Driver is dispatched to drive Jitney, he may be assigned to other work to fill out the four hour minimum guarantee.

The rate of pay for a Combination Lift Truck-

General Counsel's Exhibit No. 4-B—(Continued)

Jitney Driver, when dispatched in this capacity, shall be 10c over the basic dock-work rate for straight time and 15c for overtime.

Combination men dispatched to the job, may be required to work both as Jitney and Lift-Truck Drivers. When a Combination man, dispatched as such, is required to drive Jitney he shall be paid the differential named herein, and shall not be replaced during the job by a man working at less than the combination rate.

(d) Penalty Cargo Rates:

(1) In addition to the basic wages for dock work as specified in Section 6(a), additional wages to be called penalties shall be paid for the types of cargoes, conditions of cargoes, or working conditions specified below.

(a) When men pile by hand sacks weighing 120 lbs. or over, more than 5 sacks high from the skin of a dock, car or a bench, the rate of pay shall be 10c per hour S.T. and 15c per hour O.T., in addition to the basic rate of pay.

(b) When men handle bales of pulp weighing 300 lbs. or over to or from cars, except where handled in cars by lift truck, the rate of pay shall be 10c per hour S.T. and 15c per hour O.T. more than the basic rate of pay.

(c) If shoveling all commodities, the rate of pay shall be 20c per hour S.T. and 30c per hour O.T. more than the basic rate of pay, and this applies to the entire dock gang engaged in the operation.

(d) When handling the following commodities in

General Counsel's Exhibit No. 4-B—(Continued)

lots of twenty-five (25) tons or more, or if the job lasts one hour or more, the penalty shall be ten cents (10c) per hour straight time and fifteen cents (15c) per hour overtime in addition to the basic rate.

Alfalfa meal.

Untreated or offensive bones in sacks.

Caustic soda in drums.

Celite and decolite in sacks.

Coal in sacks.

Cement.

Creosote, when not crated.

Creosoted wood products unless boxed or crated.

Following fertilizers in bags:

Tankage, animal, fish, fishmeal, guano, blood meal and bone meal.

Glass, broken, in sacks.

Green hides.

Herring, in boxes and barrels.

Lime, in barrels and loose mesh sacks.

Lumber products loaded out of water, including that part of cribs only which has been submerged.

Meat scraps, in sacks.

Nitrates, crude, untreated, in sacks.

Ore, in sacks.

Phosphates, crude, untreated, in sacks.

Plaster, in sacks without inner containers.

Refrigerated Cargo:

Handling and stowing refrigerator space meats, fowl and other similar cargoes to be transported at temperatures of freezing or below.

Salt blocks in sacks.

General Counsel's Exhibit No. 4-B—(Continued)

Scrap metal in bulk and bales, excluding rails, plates, drums, car wheels and axles.

Soda ash in bags.

When the following cargoes are leaking or sifting because of damage or faulty containers, a penalty of ten cents (10c) per hour straight time and fifteen cents (15c) per hour overtime in addition to the basic rate shall be paid:

Analine dyes.

Fish oil, whale oil and oriental oil, in drums, barrels or cases.

Lamp black.

(e) Damaged Cargo: Cargo badly damaged by fire, collision, springing a leak or stranding, for that part of cargo only which is in badly damaged or offensive condition:

Straight time, per hour..... $2.67
Overtime, per hour 4.005

Cargo damaged from causes other than those enumerated above, shall, if inspection warrants, pay the damaged cargo rate or such other rate as determined by the Port Labor Relations Committee for handling that part of the cargo only which is in a badly damaged or offensive condition.

(2) The parties recognize that the list of penalties requires thorough review because of the fact that since the list was agreed to there have been many new cargoes. Changes in the penalty list may be made by mutual agreement between the parties.

(3) The penalty cargo rates shall apply to all dock workers engaged in the penalty cargo operation.

General Counsel's Exhibit No. 4-B—(Continued)
Where two penalty rates might apply, the higher penalty rate shall apply and in no case shall more than one penalty be paid.

(4) During overtime hours the penalty rate shall be one and one-half times the straight-time penalty rate.

(5) The straight time penalty rate for working Class A explosives as defined by Interstate Commerce Commission regulations (Topping's Manual), shall at all times equal the basic straight time rate.

(6) Where skill differentials and penalties both apply, the allowance for both the skill differential and the penalty shall be added to the basic rate and skill differential and/or penalties shall be augmented by the normal overtime allowance during overtime hours.

(e) Subsistence:

Subsistence rates when payable shall be Two Dollars and Twenty-five cents ($2.25) per night for lodging and One Dollar and Twenty-five cents ($1.25) per meal.

Section 7. Vacations:

(a) Each member of the Employers employing dock work labor in the port of Seattle agrees to pay to each dock worker working in the port of Seattle a proportionate share of his vacation pay, the amount of and the eligibility for such vacation pay to be fixed in accordance with sub-section (b) of this Section, and the individual share of each member to be determined as follows:

(1) Each member shall be individually and not

General Counsel's Exhibit No. 4-B—(Continued)

jointly liable with other members for a share of the vacation pay herein provided to every dock worker entitled thereto.

(2) Each member's liability for each eligible dock worker's vacation pay shall be determined in like manner as such liability for each eligible longshoreman's vacation pay is determined under the Coast Agreement.

(b) In any payroll year: (1) Dock workers who are registered and qualified on December 31 of the calendar year in which they earn their vacation shall receive a vacation with pay the following year at the prevailing straight-time rates, as follows:

(a) One week's vacation with pay, provided he has worked at least 800 hours but less than 1344 hours in the previous payroll year.

(b) Two weeks' vacation with pay, provided he shall have worked 1344 hours or more in the previous payroll year.

(c) One week's vacation with pay shall be equal to 40 hours at the prevailing straight-time rate and two weeks' vacation with pay shall be equal to 80 hours at the prevailing straight-time rate.

(2) Dock workers shall be credited with hours of work performed for employers subject to this Agreement as dock workers and as longshoremen under the Coast Agreement.

(3) A dock worker's vacation pay shall be calculated on the basic dock work rate prevailing at the time of his vacation, unless during the second half of the qualifying year he shall have worked at least

General Counsel's Exhibit No. 4-B—(Continued)

half of his eight hundred (800) or thirteen hundred and forty-four (1344) qualifying hours at a skilled rate, in which event such skilled rate shall be used.

(4) Qualifying hours shall be limited to dock work performed in the port of Seattle for employers parties to this Agreement and to work in one year and to qualifying hours as established under the Coast Agreement. Vacation benefits shall not be paid to any worker under both the terms of this Agreement and the Coast Agreement.

All paid time such as standby, minimum pay or travel time shall be included in qualifying hours.

(5) Vacations will be scheduled to the maximum extent possible between the months of May and October inclusive by the Port Labor Relations Committee.

(6) Each registered dock worker entitled to a vacation shall take a vacation.

(7) A registered dock worker whose registration is cancelled after he shall have fulfilled all requirements for a vacation during the previous payroll year shall receive vacation pay at the time agreed to by the parties.

(8) In case a registered dock worker dies after he has fulfilled all the requirements for a vacation with pay, his vacation pay will be paid to his widow or beneficiary.

(c) The Waterfront Employers of Washington shall be the disbursing agent under this Agreement and shall make vacation checks available in the same manner as regular pay checks are made available.

General Counsel's Exhibit No. 4-B—(Continued)

(d) Any public port or port commission may become a party to this vacation agreement by notifying the Union and the Employers, prior to the first day of the calendar year in which the vacation is to be taken. Similarly any or all of the armed services may become parties. In the event that one or more public ports or armed services becomes a party to the Agreement, said port(s) or service(s) shall be placed in the same status as an individual employer member of the Waterfront Employers of Washington for all purposes of this Agreement.

(e) The provisions of this section shall become effective with respect to qualifying hours in the payroll year commencing December 27, 1948, and vacations payable in 1950.

(f) All the vacation provisions included in the Agreement dated November 16, 1946, as amended, will apply when making vacation payments in 1949, based on 1948 and 1947 qualifying hours, with the following exceptions:

(1) All dock workers who have worked 1344 hours or over in 1948 shall receive vacations in accordance with the aforesaid Agreement.

(2) Each dock worker who in 1948 has worked 1008 hours but less than 1344 hours and who has otherwise met all requirements of the November 16, 1946 Agreement, as amended, for a week's or a two weeks' vacation shall receive as his respective case may be, a one week's vacation with pay in an amount equal to 30 hours at the prevailing straight-time rate, or two weeks' vacation with pay in an

General Counsel's Exhibit No. 4-B—(Continued)

amount equal to 60 hours at the prevailing straight-time rate.

Section 8. Hiring Hall, Registration and Preference:

(a) Hiring Hall:

(1) The hiring of all dock workers shall be through the central hiring hall maintained and operated jointly by the International Union and the Coast Association.

(2) Each dock worker registered at the hiring hall who is not a member of the Union shall pay to the Union toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the Union.

(3) Non-members of the Coast Association or of the Waterfront Employers of Washington shall be permitted to use the hiring hall only if they pay to the Coast Association for the support of the hiring hall the equivalent of the dues and assessments paid by members of the Coast Association. Such non-member employer shall have no preference in the allocation of men, but when there are not sufficient men available to handle all the needs of the port shall be allocated men on the same basis as men are allocated to members of the Employers.

(b) Registration:

(1) The Port Labor Relations Committee shall have control over registration lists, including the power to make additions to or subtractions from the registration lists as may be necessary.

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(2) When it becomes necessary to drop men from the registration list, seniority on the list shall prevail.

(3) Dock workers not on the registration list shall not be dispatched from the hiring hall or employed by any employer while there is any man on the registered list qualified, ready and willing to do the work.

(c) Preference:

Preference of employment shall be given to members of the Union whenever available. Preference applies both in making additions to the registration list and in dispatching men to jobs. This Section shall not deprive the Employers' members of the Port Labor Relations Committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

(d) Regular Employees:

Subject to the approval of the Port Labor Relations Committee, employers shall have the right to employ a reasonable number of registered dock workers as regular employees without dispatching daily through the dispatching hall, provided the principle of equalization of earnings is to be followed, and said regular employees shall report to and be dispatched from the dispatching hall once a week. Said members shall also be paid the four hours minimum reporting time.

Section 9. Methods of Dispatching:

General Counsel's Exhibit No. 4-B—(Continued)

The Port Labor Relations Committee shall determine the methods of dispatching. All dock workers shall be dispatched only as ordered by the employer. Subject to this provision and the limitation of hours fixed in this Agreement, the Employers shall have the right to have dispatched to them, when available, the men in their opinion best qualified to do their work. Subject to the provisions of this Agreement, men shall be so dispatched as to equalize their work opportunities as nearly as practicable having regard to their qualifications for the work they are required to do. The Employers shall be free to select their men within those eligible under the policies jointly determined and the men likewise shall be free to select their jobs.

Section 10. No Strikes, Lockouts and Work Stoppages:

(a) There shall be no strikes, lockout or work stoppage for the life of the Agreement.

(b) How Work Shall be Carried on:

There shall be no stoppage of work on account of disputes arising on the job. The employees shall perform work as ordered by the employer in accordance with the provisions of this Agreement. In case a dispute arises, work shall be continued pending the settlement of same in accordance with the provisions of this Agreement and under the conditions that prevailed prior to the time the dispute arose, and the matter shall be adjusted, if possible, by the represenatives of the Union and the Employers, who shall adjust the dispute as quickly as possible; in case

General Counsel's Exhibit No. 4-B—(Continued)

they are unable to settle the matter involved within twenty-four (24) hours, then, upon request of either party, the matter shall be referred to the Port Labor Relations Committee.

(c) Exceptions for Health and Safety.

No dock workers shall be required to work when in good faith they believe that to do so is to immediately endanger health and safety.

(d) Picket lines.

Refusal to cross a legitimate and bonafide picket line as defined in this paragraph shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a Union, acting independently of the ILWU longshore local Unions, about the premises of an employer with whom it is engaged in a bonafide dispute over wages, hours or working conditions of employees, a majority of whom it represents as collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and demonstration picket lines are not legitimate and bonafide picket lines within the meaning of this Agreement.

Section 11. No Discrimination:

(a) There shall be no discrimination by the Employers or by anyone employed by the Employers against any registered dock workers and/or any member of the Union because of union membership and activities, race, creed, color, national origin, or religious or political beliefs.

General Counsel's Exhibit No. 4-B—(Continued)

(b) No man shall be dismissed solely for the purpose of making room for another man.

Section 12. Load Limits:

When flat trucks are pulled by hand, and a vehicle is not being used in connection with the operation, the load shall not exceed 1400 lbs.

Section 13. Labor Saving Devices and Methods:

There shall be no interference by the Union with the Employers' right to operate efficiently and to change methods of work, utilizing labor saving devices and directing work through employer representatives while explicitly observing the provisions and conditions of the Agreement protecting the safety and welfare of the employees.

In order to avoid disputes, the Employers shall make every effort to discuss with the Union in advance the introduction of any major change in operations.

If at any time the Union shall notify the Employers that it contends that earnings of Registered Dock Workers and their employment have suffered materially from the introduction and use of labor saving devices and methods in addition to those already used and practiced in the past, then it is agreed that proposals relative to the conditions under which labor saving devices and practices shall be continued will be a proper and appropriate subject for negotiation and, if the parties cannot agree, for arbitration before the Arbitrator, upon the establishment that there is reasonable compliance with

General Counsel's Exhibit No. 4-B—(Continued)

this Agreement and that the following conditions then exist:

(1) That the use of labor saving devices has been materially increased beyond the uses heretofore practiced;

(2) That such increased use has materially and adversely affected the earnings and employment of Registered Dock Workers;

(3) That the Union and its members have not interfered with and are not interfering with the introduction of labor saving devices by employers;

(4) That efficiency in dock work has been materially improved as a result of such use.

Section 14. Safety:

(a) Recognizing that prevention of accidents is mutually beneficial, the responsibility of the parties in respect thereto shall be as follows:

(1) The Employers will provide safe gear and safe working conditions and comply with all safety rules (including State Safety Rules).

(2) The Employers will maintain, direct and administer an adequate accident prevention program.

(3) The Union will cooperate in this program and develop and maintain procedures which will influence its members to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

(4) The employees individually will comply with all safety rules (including State Safety Rules) and cooperate with management in the carrying out of the accident prevention program.

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(b) To make effective the above statements and promote on-the-job accident prevention, the employer-employee committees to be established under the Coast Agreement for the port of Seattle shall cover the work performed under this Agreement.

Section 15. Grievance Machinery:

(a) Procedure for Handling Grievances and Disputes:

Grievances arising on the job shall be processed in the following manner:

(1) The steward, representing the dock workers, shall take the grievance to the dock foreman in immediate charge of the operation.

(2) If the grievance is not settled as provided in the sub-section, it shall be referred for determination to an official designated by the Union and to a representative designated by the employer.

(3) If the grievance is not settled in steps (1) and (2) above, it shall be referred to the Port Labor Relations Committee.

(4) The Port Labor Relations Committee shall have the power and duty to investigate and adjudicate all disputes arising under this Agreement, including grievances referred to it under paragraph (3) above. In the event that the Employer and Union members of the Port Labor Relations Committee shall fail to agree upon any question before it, such question shall be immediately referred at the request of either party to the Arbitrator for hearing and decision, and the decision of the Arbitrator shall be final and conclusive.

General Counsel's Exhibit No. 4-B—(Continued)

(b) Business Agents:

To aid in prompt settlement of grievances and to observe contract performance, it is agreed that Union Business Agents as Union representatives shall have access to ships and wharves of the Employers to facilitate the work of the Business Agent, and in order that the employer may cooperate with the Business Agent in the settlement of disputes, the Business Agent shall notify the representative designated by the employer before going on the job.

(c) Port Labor Relations Committee:

(1) The Port Labor Relation Committee established under the Coast Agreement for the Port of Seattle shall act as a Port Labor Relations Committee under this Agreement.

(2) Subject to provisions of Section 15(a) the duties of the Port Labor Relations Committee shall be:

(a) To have control of the registration lists of the port, as specified in Section 8(b).

(b) To decide questions regarding rotation of men.

(c) To investigate and adjudicate all grievances and disputes according to the procedure outlined in Section 15(a).

(d) Arbitrator and Awards:

(1) The Area Arbitrator designated under the Coast Agreement for the area, including the Port of Seattle, shall be the Arbitrator under this Agreement.

(2) The powers of the Arbitrator shall be limited

General Counsel's Exhibit No. 4-B—(Continued)

strictly to the application and interpretation of the Agreement as written. The Arbitrator shall have jurisdiction to decide any and all disputes arising under the Agreement.

The Arbitrator's decisions must be based upon the showing of facts and their application under the specific provisions of the written Agreement and be expressly confined to, and extend only to, the particular issue in dispute. The Arbitrator shall have power to pass upon any and all objections to his jurisdiction. If the Arbitrator holds that a particular dispute does not arise under the Agreement, then such dispute shall be subject to arbitration only by mutual consent.

(3) Upon completion of the codification of working rules and incorporation into the Agreement by the parties of all applicable arbitration awards not superseded by the Agreement, the Arbitrator shall not consider any award or ruling in passing upon disputes arising under the Agreement.

In the event the parties agree that an Arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the Agreement.

All decisions of the Arbitrator shall be final and binding upon all parties. Decisions shall be in duplicate and shall be in writing signed by the Arbitrator and delivered to the respective parties.

(4) All expense of the Arbitrator, and his respective compensation or salary, shall be borne equally by the parties. The Port Labor Relations Committee

General Counsel's Exhibit No. 4-B—(Continued)

and the Arbitrator shall at all times be available for the performance of their respective functions and duties under the provisions of this Agreement.

(e) Discharges:

(1) The employer shall have the right to discharge any man for incompetence, insubordination or failure to perform the work as required in conformance with the provisions of this Agreement.

(2) Such dock worker shall not be dispatched to such employer until his case shall have been heard and disposed of before the Port Labor Relations Committee, and no other employer shall refuse employment to such dock worker on the basis of such discharge.

(3) If any man feels that he has been unjustly discharged or dealt with, his grievance shall be taken up as provided in Section 15.

(4) The hearing and investigation of grievances relating to discharges shall be given precedence over all other business before the Port Labor Relations Committee and before the Arbitrator. In case of discharge without sufficient cause, the Port Labor Relations Committee may order payment for lost time or reinstatement with or without payment for lost time.

(f) Penalties for Work Stoppages, Pilferage, Drunkenness and Other Offenses:

All members of the Union shall perform their work conscientiously and with sobriety and with due regard to their own interests shall not disregard the interests of their employers. Any member of the Union who is guilty of deliberate bad conduct in

General Counsel's Exhibit No. 4-B—(Continued)

connection with his work as a dock worker or through illegal stoppage of work shall cause the delay of any vessel shall be fined, suspended, or for deliberate repeated offenses, expelled from the Union. Any employer may file with the Union a complaint against any member of the Union and the Union shall act thereon and notify the Port Labor Relations Committee of its decision within fifteen (15) days from the date of receipt of the complaint.

If within thirty (30) days thereafter the Employers are dissatisfied with the disciplinary action taken under the foregoing paragraph, then the following independent procedure may be followed:

The Port Labor Relations Committee shall have the power and duty to impose penalties on dock workers who will be found guilty of stoppages of work, refusal to work cargo in accordance with the provisions of this Agreement, or shall leave the job before relief is provided, or who shall be found guilty of pilfering or breaching cargo, or be found guilty of drunkenness, or shall in any other manner violate the provisions of this Agreement or any award or decision of an Arbitrator.

The penalties for pilferage, drunkenness and smoking in prohibited areas shall be as follows:

For pilferage, first offense: Minimum penalty, six months' suspension. Maximum penalty, discretionary.

For pilferage, second offense: Mandatory cancellation from registration list.

For drunkenness and for smoking in prohibited

General Counsel's Exhibit No. 4-B—(Continued)

areas: First offense: Suspension for 15 days. Second offense: Suspension for 30 days. Succeeding offenses: Minimum penalty 60 days' suspension. Maximum penalty, discretionary. Provided, however, that in the case of a first pilferage offense, if the accused dock worker is sentenced to jail, then such jail sentence shall take the place of suspension under this Agreement.

(g) Other Means of Settling Grievances:

Nothing in this Section shall prevent the parties from mutually agreeing upon other means of deciding matters upon which there has been disagreement.

Section 16. Wage Review:

(a) Basic straight and overtime rates as established on review under the Coast Agreement shall, from the effective date thereof become the basic straight and overtime rates in this Agreement.

(b) The results of negotiations under the Coast Agreement on the subject of welfare and pension plans shall be applicable to this Agreement.

Section 17. Modification:

The parties realize that from time to time after Agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during the term of Agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or, that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this

General Counsel's Exhibit No. 4-B—(Continued)

realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provision or term of this agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.

In Witness Whereof, the parties hereto, through their representatives, duly authorized, have executed this Agreement on this twenty-sixth day of February, 1949, in the City of Seattle, Washington.

On behalf of:

SEATTLE LOCAL 19, INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION,

/s/ J. A. HOPKINS,
Its President,

/s/ WM. VEAUX,

/s/ LON FRYE,

/s/ FRANK JENKINS.

WATERFRONT EMPLOYERS OF WASHINGTON,

/s/ M. G. RINGENBERG,
Its President.

ADDENDUM TO SEATTLE DOCK WORK AGREEMENT

If registration, hiring, dispatching or preference provisions of this Agreement are suspended in any way as a result of legal action or injunction proceed-

General Counsel's Exhibit No. 4-B—(Continued)

ings, then such provisions shall be opened for negotiations for substitute provisions complying with the law, and the substitute provision hereinafter set forth shall apply for the period of negotiations:

a. Working preference to registered men.

b. In making additions to the registered list preference shall be given to men with previous registration in the industry and who were not dropped from the list for cause.

c. In reducing the number of men registered in keeping with the requirements of the industry men last registered shall be the first removed.

d. Non-union men being dispatched through the hiring hall shall pay to the Union an equal share of the cost of maintenance of the hiring hall and the procurement, administration, and enforcement of the contract, which sum shall not exceed that being then currently paid by members of the Union in the form of dues and general assessments. Such non-union men shall be liable for said amounts only prospectively from and after the date this provision becomes effective, and only while such provision is effective.

egotiations shall be carried on for a period of 120 days or until agreement is reached, whichever is sooner. If agreement is not reached by the end of the 120 day period the above substitute provisions shall continue in effect.

In the event that any outside authority acts to nullify in whole or in part the above substitute provisions if invoked or any substitute provisions

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which may have been agreed to in negotiations the parties agree to resist such action. If nevertheless the provisions are nullified in whole or in part there shall be further negotiations for a period of not less than 120 days in an effort to agree upon new substitute provisions which comply with the law. In the event no agreement is reached within the 120 day period or in the event any agreement which may be reached is nullified in whole or in part either party hereto may cancel this Agreement upon 5 days' written notice.

e. In the event the above substitute provisions are invoked as herein provided the first two paragraphs of sub-section (f) of Section 14 of the Agreement may be renegotiated and the third paragraph thereof shall be amended by adding thereto the following:

"It is also understood that either party may cite before the Port Labor Relations Committee any union or non-union dock worker whose conduct on the job or in the hiring hall causes disruption of normal harmony in the relationship of the parties hereto and by action of the Port Labor Relations Committee dock workers found guilty of such conduct may be suspended or dropped from the registration list. The standards of conduct imposed hereunder shall be the same for all dockworkers."

GENERAL COUNSEL'S EXHIBIT No. 4-C

WORKING AND DISPATCHING RULES FOR THE PORT OF SEATTLE

The following working and dispatching rules for longshore and dock work are a part of the Coastwise Longshore Agreement of December 17, 1948, between the International Longshoremen's and Warehousemen's Union and the Waterfront Employers Association of the Pacific Coast, and the Seattle Dock Work Agreement of February 26, 1949, between the International Longshoremen's and Warehousemen's Union, Local 19, and the Waterfront Employers of Washington. These rules are effective on and after March 11, 1949.

Working Rules

Section 1. Hours:

(a) When a vessel is starting work, the night shift will start at 7:00 P.M. or later and the day shift at 8:00 A.M. or later; provided, that succeeding shifts will start at either 7:00 P.M. or 8:00 A. M., but not later.

(b) Where it is necessary to make a replacement, the replacement's overtime shall begin only after he has worked 6 straight time hours or unless during normal overtime hours, except where he replaces a sick or injured man or relieves a man going on official Union business. In the event of a replacement for sickness, injury or official Union business the replacement's overtime shall start at the time when

General Counsel's Exhibit No. 4-C—(Continued)

the replaced man's overtime would have started had he remained on the job.

(c) Night gangs not worked later than 1:00 A.M. must be released except that men or gang worked until midnight on a Saturday night or a night preceding a holiday may be ordered back for the following night.

Day men or gangs not working until 3:00 P.M. must be released. However, on Sundays or Holidays men or gangs need not be held until 3:00 P.M. in order to be eligible for a come-back order for the following morning; however, if a shortage of men arises during such an interval, consideration should be given to the need of releasing men.

(d) Day men or gangs shall be knocked off at 5:00 P.M. on Saturdays, provided that longshoremen shall work past 5:00 P.M. to finish a ship to shift or sail and men working under the Dock Agreement shall work past 5:00 P.M. in order to complete handling of cargo necessary to allow a ship to shift or sail.

Section 2. Reporting Time:

Dock workers shall be inside the dock and men working aboard ship shall be adjacent to the gang plank at starting time.

Men and gangs shall turn to upon orders of the employer whether or not the man carrying the dispatching slip has arrived. However, the employer is not obligated to turn gangs to unless filled to at least eighty percent of capacity, unless the operation can be carried on properly with the men actually there.

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Gangs reporting without enough men to start operations properly will stand by on their own time, provided that if only a part of the men show up and are turned to they are to be paid in accordance with the minimum reporting rules, unless the men quit or are released for causes set forth in the Agreement.

Section 3. Standby Time:

The employer shall have the right to stand men by on the job, but their time shall continue at the full rate, straight or overtime, as the case may be.

Section 4. Minimum Working Time:

(a) Men who are ordered to a job and who report to work shall receive a minimum of four hours work or four hours straight or overtime pay, as the case may be. Men who are discharged for cause or quit shall only be paid for their actual working time.

Where men have completed a job for one employer, a four hour minimum shall apply to the next job.

(b) Men performing any work between 1:00 A.M. and 5:00 A.M. shall receive a minimum of four hours pay.

(c) When men are ordered back after a meal hour they shall be paid the actual time worked with a minimum of two hours.

Section 5. Five Hour Work Limit:

When men are required to work more than five consecutive hours without opportunity to eat, they shall be paid time and one-half straight or overtime rate, as the case may be, for all time worked in ex-

General Counsel's Exhibit No. 4-C—(Continued)

cess of five hours. When such time is paid, the rate shall continue until the men are released or given an opportunity to eat.

Section 6. Meal Hours:

(a) Meal hours shall be any one hour between:

5:00 A.M. and 7:00 A.M.

11:00 A.M. and 1:00 P.M.

5:00 P.M. and 7:00 P.M.

12:00 Midnight and 1:00 A.M.

and men shall have one full hour for meals within the hours specified, except as provided in (b) of this Section.

(b) If men are kept at work past the entire meal period, the rate of pay applicable to the second meal hour shall be continued until the men are allowed a meal hour or released from work. Upon returning from the meal hour the regular straight or overtime rate of pay, as the case may be, shall apply. Men shall not be paid for the hour while eating.

Section 7. Travel Time and Shifting Time:

(a) Travel time shall be at the straight time rate and except as noted in (b) of this Section shall be as set forth in the Travel Schedule.

(b) When men travel from Seattle to Point Wells, Mukilteo, Bremerton and Lake Washington ports, they shall be paid round trip travel time and fare as set forth in the Travel Schedule, provided they begin and end their day's work at one of those points.

If the men begin work in Seattle and travel to ports listed above, or vice versa, to continue the shift

General Counsel's Exhibit No. 4-C—(Continued)

their time shall continue, exclusive of meal hours, until they are released for the day. In such instances men will be allowed one hour, exclusive of the meal hours, in which to travel to resume work and round trip transportation plus one hour travel time for the return trip shall be paid.

(c) When men travel to a ship in the stream, time shall be paid from the time men are ordered to the dock until they return to the same dock, or a dock in the immediate area, provided they report at the time ordered. Such time shall be paid at the basic rate, straight or overtime as the case may be, and shall count toward the six hour day.

Such time as is consumed in going to or from a ship in the stream shall not count toward the nine or eleven hour day or the five hour work limit, and no penalty time shall be payable while men are enroute.

(d) Men travelling to outside ports shall work under the conditions obtaining in those ports.

(e) There shall be no free time for shifting other than the meal hours.

When a ship shifts from one berth to another berth within the area bounded by Pier 24 and Pier 71, the men will be allowed 15 minutes to travel and there shall be no deduction of time.

For any other shift the men will be allowed 30 minutes to travel and there shall be no deduction of time.

If the shift is in connection with a meal hour, the same travel allowances will be made.

General Counsel's Exhibit No. 4-C—(Continued)

AMENDED SCHEDULE—TRAVEL TIME AND TRANSPORTATION ALLOWANCES FOR IL&WU—PUGET SOUND AREA

From	To	Round Trip Fare	Total Travel Time Both Ways	Travel Time Allowance	Total
Seattle	Tacoma	$1.44	2 hrs. 30 min.	$ 4.55	$ 5.99
Seattle	Olympia	2.59	5 hrs.	9.10	11.69
Seattle	Aberdeen	4.60	8 hrs. 20 min. (2)	14.56	19.16
Seattle	Raymond	4.72	10 hrs. 20 min. (2)	14.56	19.28
Seattle	Everett	1.27	2 hrs. 30 min.	4.55	5.82
Seattle	Bellingham	3.16	6 hrs. 30 min. (1)	10.92	14.08
Seattle	Mukilteo	1.27	2 hrs.	3.64	4.91
Seattle	Anacortes	4.03	5 hrs. 15 min.	9.56	13.59
Seattle	Pt. Wells	.70	2 hrs.	3.64	4.34
Seattle	Kennydale	.40	2 hrs.	3.64	4.04
Seattle	Winslow	.60	2 hrs.	3.64	4.24
Seattle	Port Gamble (4)				
Seattle	Bremerton	1.72	2 hrs.	3.64	5.36

General Counsel's Exhibit No. 4-C—(Continued)

(f) Travel time or shifting time allowed in this Section shall not count toward the nine or eleven hour day, the six hour straight time requirement, or the five hour work limit, except as noted in Items C and E of this Section.

Section 8. Subsistence:

(a) When men are required to leave their home port they shall receive meals and lodging at the rate of $1.25 for each meal and $2.25 for each night's lodging.

1. When men are working at Kennydale, Point Wells, in the stream, or at other points outside their home port, they shall receive a free meal or the meal allowance as outlined above where they are working before the meal hour and are required to continue working after the meal hour.

2. Where men are required to stay overnight at a port outside the jurisdiction of Local 19, they shall receive payment for a night's lodging plus breakfast.

Section 9. Ship Work:

(a) A regular ship's gang shall consist of ten men on double winches. When a smaller gang is to be dispatched, it shall be picked from the registered men not in regular gangs. No ship's men shall do dock work unless the trucker board is exhausted. It is recognized that regular ship's gang shall not be required to split.

When regular ship's gangs, augmented by winch drivers, are ordered solid, the gang must be kept intact for the balance of the shift; however, this

General Counsel's Exhibit No. 4-C—(Continued)

does not apply when the additional winch drivers are ordered as extra men.

Regular gangs are to take job assignments as they come up, with the definite understanding that there is no such thing as steady day or night gangs.

(b) The minimum coal pouring gang shall consist of:

Single Winches—Two winch drivers, one hatch tender, one whistle man, four hold men, and two front men.

Double Winches—One winch driver, one hatch tender, one whistle man, four hold men, and two front men.

In both of the above cases the front men will service all gangs on the ship engaged in pouring or scraping coal, but will not be required to go aboard the ship.

The minimum scraping gang will consist of the same makeup as pouring gangs, except there shall be no whistle man or front men.

Pouring gangs at the Pacific Coast Coal Bunker at Pier 43.

1. The complete gang, except for the whistleman, shall handle and rig gear, uncover hatches, shift gangway when required and clear decks at other hatches while coal is being poured.

2. Men in pouring gangs will not be required to scrape while coal is being poured.

3. Hold men in pouring gangs will trim or scrape when coal is not being poured, and the gang is to remain intact.

General Counsel's Exhibit No. 4-C—(Continued)

(c) The minimum bulk grain gang shall consist of:

3 deckmen and four longshoremen.

(d) The minimum clam gang shall consist of:

2 or more deck men (depending on whether a single or double winch operation).

4 hold men.

1 front man.

(e) The minimum oil pumping gang shall consist of:

Ship: 1 winch driver, 3 longshoremen and the entire gang shall rig the hatch, the pump, etc., and when pumping begins one of the longshoremen shall tend hose on the car.

Dock: 1 pushbull driver and 1 blocker.

(f) The makeup of other short gangs shall be determined by the Joint Labor Relations Committee.

(g) When lining ships there shall at all times be at least one hatch tender, one winch driver and two front men, in addition to the liners required by the employer.

One deck man shall be added to the operation when three or more gangs are working both ends of the ship simultaneously.

(h) When ordering barge, chuting or side port gangs, the employer will advise the dispatcher of the number of men who may be required to act as front men in order that they may make proper clothing arrangements. If men so designated are not so utilized in the capacity of front men, they shall

General Counsel's Exhibit No. 4-C—(Continued)

work in such other capacity as may be required.

(i) The gang originally starting a gear shall be entitled to all the work of that gear, provided that:

1. Gang shall shift to another hatch or hatches as may be required.

2. Any gear standing idle for one complete shift (exclusive of night work) shall be termed "open gear" and no gang shall have a prior claim thereto.

3. Only their original gear belongs to a gang. If the gang shifts away from their starting point they shall shift back when work is resumed there, but shall have no claim on the work in any other hatch to which they were shifted.

4. This rule shall not conflict with Section 2-C of the Coast Longshore Agreement.

(j) Extra longshoremen shall work ship, or dock or barge, in connection with such ship, but shall not be shifted to dock to do trucker work.

(k) Where loads have already been landed on dock awaiting removal to dock or stowage in holds, such loads should be hooked on to by men already aboard ship rather than the slingman.

(l) Front men shall not be required to assist in moving of cargo after it has been landed on dock, car, or barge.

Sling men shall remove pallet boards from sling boards when required to do so.

Sling men shall put on load covers at ship's hook when required.

Sling men shall move empty 4-wheelers under ship's hook when required.

General Counsel's Exhibit No. 4-C—(Continued)

(m) Men shall not be required to work in refrigerated compartments while blowers are circulating air therein.

Hatch tents shall be rigged, whenever possible, when cold storage hatches are working in the rain.

Cold storage compartments are to be opened thirty minutes before the men are required to commence work therein.

When cold storage is to be worked the employer shall notify the dispatcher and the dispatcher shall notify the men.

(n) A hatch tender shall be used for a signal man when stowing winch or bull winch operators cannot see the complete operation they are performing. This also applies to winch or windlass operations on jumbo and heavy lift guys.

(o) When longshoremen are required to haul ship, in addition to their regular cargo handling, they shall receive two hours pay straight or overtime, whichever the case may be, for each time the ship is hauled, in addition to the regular pay they receive for cargo handling.

(p) The employer shall have the right to move heavy lifts, dunnage, lining material, long steel, booms and ship repair parts directly from truck to ship or ship to truck without first placing on the floor of the deck before it is loaded into the ship or placed in the truck in the process of discharging.

(q) In case of a distinct and separate side port operation for handling an occasional automobile as

General Counsel's Exhibit No. 4-C—(Continued)

part of passenger's baggage less than a standard longshore gang may be used.

(r) No lumber products or piling shall be handled out of water except during daylight hours.

(s) Longshoremen shall rig and operate jumbo or heavy lift gear when required, exclusive of going aloft.

It is understood that this Section shall not apply to cool rooms.

Section 10. Dock Work and Car Work:

(a) When dock men are allocated to a hatch they shall be releeased according to the work of the hatch and not as per order on the dispatching list.

(b) When pulp and paper products are brought in the port on skip board loaded by other than longshoremen and set under the ship's hook, a minimum gang of one bull driver and two men shall be used.

(c) Dock men and lift drivers working against a general cargo hatch may be shifted to another hatch which is ready to take or discharge cargo, provided they do not bump men already working on the second hatch.

(d) Dock men working in connection with trucks shall handle cargo to or from the tail gate only.

(e) All cargo on lift boards or skips not loaded by ILWU longshoremen and destined for ship's cargo (exclusive of palletized cargo, pulp, paper products, long steel and lumber) discharged from inland freighter, scow, barge, or box car, shall be placed on skin of dock, scow or barge, or unloaded from lift boards or skips and loaded on stevedoring

General Counsel's Exhibit No. 4-C—(Continued)

lift boards by longshoremen; provided that exceptions to this rule may be made by the Seattle Joint Labor Relations Committee.

(f) Dock men working in conjunction with a ship shall be released when that job finishes and shall not transfer from ship work to floor work or vice versa.

(g) Where truckers are ordered for a job in connection with a ship, the men may be used to handle cargo destined for that ship in the event of non-arrival or late arrival of that ship.

(h) When safety is not jeopardized, men are to work two 4-wheelers per rail car when so directed.

(i) Dock men may be utilized as car blockers and shall be taken in their order on the list.

Section 11. Vehicle Drivers:

(a) All yard bulls and men working with yard bulls shall be called on a separate list. Yard bulls may be switched to car work.

All push bull operators and blockers shall be ordered on a separate list, except as provided in subsection (f).

(b) Vehicle operators, except jitney drivers, shall operate vehicles only; provided, they may be required to act as car blockers.

(c) Vehicle operators to work in connection with a ship shall be assigned as follows:

First man on list goes to first hatch requiring a vehicle operator, and so on down the list, starting from the bow.

General Counsel's Exhibit No. 4-C—(Continued)

(d) When working in connection with a ship, swing drivers shall be employed as follows:

With one hatch—none; two or three hatches—1; four or more hatches—2.

Swing drivers shall relieve and assist on long hauls.

When one or more swing drivers are required they shall be the last drivers on the list, and when released, the last man on the list shall be the first to go.

(e) When using gas operated vehicles below deck, there shall be one relief driver employed for one to three hatches, and two relief drivers for four or more hatches.

(f) 1—There shall be a minimum of one pusher bull and one blocker for two or less gangs working direct to or from cars. When three or more gangs are working direct to or from cars, two pusher bulls and two blockers shall be employed.

2—If no pusher bull drivers are on the job the lift driver working with the first gang to finish general cargo and commence working directly to or from cars becomes the first pusher bull driver; the second push bull driver shall be the lift driver working with the first gang to finish general cargo and commence working directly to or from cars after the second push bull is required.

3—When general cargo is finished during the night and the hatch or hatches will go direct to or from cars the following day, the first lift driver on

General Counsel's Exhibit No. 4-C—(Continued)

the list who is not still on general cargo will become the first push bull driver.

4—Pusher bull drivers will operate lift truck and pusher bull as required, except they shall not be required to operate a push bull at one hatch and a lift truck at another hatch when both hatches are operating concurrently.

(g) When a general cargo operation is suspended, the lift truck operators working therewith may be released provided that another lift truck operator may not take over their hatch for the balance of the shift.

(h) Lift drivers shall not be required to handle more than two loaded boards when working to or from ship's tackle.

(i) When a push jitney or lift truck is required in a ship's hatch for the stowage of cargo, a regular driver, if available, shall be employed.

(j) In cases of emergency lift truck drivers may be shifted from offshore to inshore and vice versa, if such shift does not involve more than one company.

(k) Drivers believing that they have not been accorded their rightful work under provisions of this Section should check with the foreman and clarify their status prior to leaving the job.

Section 12. Barge and Scow Work:

(a) Barge or scow work when working in connection with ship's gear or crane shall constitute stevedore's work. All other barge or scow work shall constitute dock work.

(b) All cranes aboard ships, barges or scows

General Counsel's Exhibit No. 4-C—(Continued)

shall be operated by longshoremen, except this shall not apply to floating crane operators.

(c) 1—There shall be a minimum of one hatch tender, two slingmen, and four longshoremen working with all cranes loading or unloading ships, barges, or scows.

2—On bulk cargo handled to or from scows and barges the makeup of the gang will be determined by the Joint Labor Relations Committee.

Section 13. Foremen, checkers, and other supervisorial employees shall not perform longshore work as defined in the Coast Longshore Agreement or dock work as defined in the Seattle Dock Work Agreement.

Dispatching Rules:

Stop Work Meeting Night

The Union shall be entitled to one night per month for membership meeting purposes. This meeting shall be on the third Thursday of each month and no work other than emergency work (so determined by the Joint Labor Relations Committee) shall be performed from 6:00 P.M. Thursday to 8:00 A.M. Friday. If the Union desires to alter the regular meeting night, written notice shall be given the Employers one week in advance of the new date desired, or the regularly scheduled date, whichever is first.

Hiring Hall Hours:

Rule 1. The hiring hall shall be open Monday through Saturday from 6:30 A.M. to 5:30 P.M., or until such time as dispatching is finished for the

General Counsel's Exhibit No. 4-C—(Continued)

day, except in the case of those holidays listed in the Agreement.

Rule 1 (A) The hiring hall shall be open Monday through Saturday from 6:00 P.M. to 9:00 P.M. for the purpose of making replacements.

Rule 2. The hiring hall shall be open on Sundays and holidays (as listed in the Agreement) from 7:30 A.M. to 9:30 A.M. for the purpose of ordering replacements. All orders for men to take care of normal work shall be completed in the evening dispatching period preceding the Sunday or holiday.

Rule 2 (A) When a Sunday and holiday occurs on successive days the hall shall be open on the second day from 1:00 P.M. to 2:30 P.M. for the ordering of men and gangs, and dispatching of men and gangs shall commence at 4:00 P.M. and shall continue until all such orders are completed.

Dispatching Periods:

Rule 3. Dispatching periods for all dock workers and extra board longshoremen shall be 7:00 A.M. to 9:30 A.M.; 11:00 A.M. to 12:00 Noon; 4:00 P.M. until finished for the day and replacements may be dispatched between periods as long as the hiring hall is open without affecting the position of any men on the lists.

Placing of Orders:

Rule 4. Employers shall place their orders for gangs for evening work or for the following morning, by 2:30 P.M.

Gang men shall call for their evening orders between 3:00 P.M. and 4:00 P.M. and no orders are

General Counsel's Exhibit No. 4-C—(Continued)

to be given by the dispatching staff before 3:00 P.M.

Dispatching of peg board men will start at 4:00 P.M. and finish as soon as practicable.

Rule 5. Orders for all peg board men shall be placed no later than 4:00 P.M. for evening work, and may be placed for starts the following morning.

Gangs Calling or Ordered in the Hall:

Rule 6. There shall be two telephone periods for gang men to call for orders; 10:00 A.M. to 11:00 A.M.; 3:00 P.M. to 4:00 P.M.

In those cases where the employers have notified the hall the previous day of the probable need of men for specific ships, the dispatcher will arrange to have gangs calling at 10:00 A.M. on the day following such notification. In the event that a firm order is not placed by 10:00 A.M., the hall may assume that the order will not be placed.

Gang men calling between 10:00 A.M. and 11:00 A.M. shall not start before 12:00 Noon nor later than 1:00 P.M.

Rule 7. Where gangs are ordered for a ship by a Company to report to the hall at 7:00 A.M. or 7:30 A.M. a definite time for gang to report on the job must be given the dispatcher by 8:00 A.M. Pay for gangs so ordered to report to the job at 9:15 A.M. or prior thereto shall commence when reporting on the job.

If gangs ordered in the hall are ordered at 8:00 A.M. to report to the job later than 9:15 A.M. and do report at the time ordered, their pay shall commence at 9:15 A.M.

General Counsel's Exhibit No. 4-C—(Continued)

If a definite reporting time is not given the dispatcher by 8:00 A.M., gangs ordered in the hall shall be released at 8:00 A.M. and paid 4 hours at the straight time rate, except on Saturdays when the overtime rate shall be paid.

Rule 8. Gangs calling the hall for orders and cancelled may be dispatched to another employer, or may be dispatched to another job for the same employer. The Joint Labor Relations Committee will promptly investigate any abuses of this rule whereby companies make a practice of ordering men to call and then fail to furnish work.

Rule 9. Gangs available for work shall report to the hall by telephone as directed by the dispatchers at each of the dispatching periods; extra board men shall report in the hall at the regular dispatching periods, as the dispatchers direct.

Rule 10. Gangs finishing a ship during hours the hall is open shall communicate with the dispatchers for orders before leaving the job. Each hatchtender shall turn in the earnings of his gang as soon as the job is completed. Shop Steward of the gang shall call the dispatchers for orders as soon as the job is completed. Night gangs, when not ordered back to the job when released, shall telephone for orders at the first opportunity. Foremen must notify gang of release by 2:00 P.M., and failure to observe this rule will subject the employer to investigation and possible penalty by the Joint Labor Relations Committee.

Dispatchers' Instructions:

General Counsel's Exhibit No. 4-C—(Continued)

Rule 11. Gangs and men ordered to start work at 8:00 A.M. for out of town work shall be dispatched at the evening dispatching period of the previous day.

Rule 12. When a gang has been informed of its release and has so informed the dispatcher, the release must be carried out once the gang has been assigned to another job.

Rule 13. The dispatcher shall not dispatch any man under the influence of liquor.

Rule 14. Only registered men in the dispatching hall are to be dispatched. After the registered lists are exhausted the dispatchers will call upon other Unions to furnish competent men.

On overall ship gangs, the employer will travel gangs from other Puget Sound IL&WU ports to Seattle, if such gangs are available, prior to getting men off the street.

Rule 15. When the dispatcher starts to call or dispatch gangs for any ship, all gangs for that ship having the same starting time must be dispatched before another job is called.

Rule 16. No man shall be dispatched after dispatching hours except in cases of sickness or injury, or replacing men discharged for cause.

Rule 17. No man is to be dispatched for work when there is a penalty against him.

Rule 18. Orders for truckers at the evening dispatching period shall be filled in the following manner: Night jobs first, and then work starting at 8:00 A.M. the following morning out of town.

General Counsel's Exhibit No. 4-C—(Continued)

At the beginning of each dispatching period truckers shall be dispatched to ship work first, then car loading; orders that follow shall be dispatched as they are received.

Rule 19. Men who refuse a job or quit a job shall not be dispatched again for a period of twenty-four (24) hours.

General Policies:

Rule 20. Any man redispatched in any one straight time day shall be given credit toward his six hour day of all hours credited previously that day between 8:00 A.M. and 5:00 P.M., provided:

(a) In no case shall overtime based on the six hour day begin before 3:00 P.M.

(b) In no case can credited hours be pyramided on worked hours to reduce the six hours straight time requirement before overtime is payable.

Rule 21. Special provision shall be made for replacements when the hiring hall is closed.

Rule 22. Longshoremen shall be permitted to work off the trucker board and the truckers work off the longshore board, when either board is exhausted.

Rule 23. All men on extra boards shall be dispatched in turn.

Rule 24. Any man changing his position on the plug board shall take twenty-four (24) hours off the work list before returning to work.

When any man changes his position from gang to peg board or vice versa he must remain in last position at least 30 days.

General Counsel's Exhibit No. 4-C—(Continued)

Rule 25. Any man receiving 4 hours minimum reporting time shall not be allowed to peg in for work until the next dispatching period unless the peg board is exhausted.

Rule 26. Any man desiring to change from the trucker board to the longshore board, or vice versa, must have some man to exchange places with.

Rule 27. Any man reporting to the job under the influence of liquor or failing to report to the job when dispatched will be penalized under the terms of the Agreement.

Rule 28. Members of all Union committees shall have the privilege of obtaining relief on the job in order to attend committee meetings. Replacements on such jobs shall be voluntary.

Rule 29. All shortage slips shall be turned over to the business agent of the Union for adjustment.

Rule 30. Only representatives of the Employers and the Union shall be permitted in the dispatching office.

Rule 31. All unnecessary telephone calls to the dispatchers shall be eliminated; this means inquiring where the plug is; how much work is in prospect; and requests to call other persons to the telephone.

Rule 32. There shall be a twice-a-week turnover for all truckers working under the Seattle Dock Work Agreement.

Rule 33. All men working from the Joint Dispatching Hall are to be governed by the rules of the Joint Labor Relations Committee.

General Counsel's Exhibit No. 4-C—(Continued)

Rule 34. Being on the job is the responsibility of the man dispatched. If sickness prevents reporting on the job, the hiring hall must be called: ELiot 7844, for a replacement. Replacement calls are taken from 7:00 P.M. to 9:00 P.M. and from 6:30 A.M. to 7:00 A.M. for day work; from 3:00 P.M. to 4:00 P.M. for night work. Always get the dispatcher's name when phoning for a replacement. It may prevent a dispute later.

Rule 35. Failure to report on the job after being dispatched will result in your being cited on the blackboard in the hiring hall to appear before the Grievance Committee which meets in the Union office every Wednesday at 2:00 P.M. Failure to appear before the Grievance Committee will prevent dispatching until member does appear.

Rule 36. When in doubt member should contact steward or call the Business Agent at ELiot 7461.

Dated March 9, 1949.

For the Union Local 19, IL&WU, Seattle, Washington, J. A. Hopkins, Wm. Veaux, Lon Frye, Frank Jenkins.

For the Employers, Seattle, Washington, W. Alvik, M. J. Weber, John C. Lass, Wm. E. Carpenter.

Mr. McMurray: Does this have a separate number now?

Trial Examiner Wilson: No. Due to the fact that it is in booklet form, it is being referred to as General Counsel's Exhibit No. 4, but now that you have brought that up, Mr. McMurray, I going to sug-

(Testimony of D. W. Cornell.)

gest, and I guess I should say "order" that the Dockworkers' Agreement for the Port of Seattle be referred to as General Counsel's Exhibit 4-B, and that the Working and Dispatching rules for the Port of Seattle be referred to as General Counsel's Exhibit 4-C, and that the agreement in the first of General Counsel's Exhibit No. 4, entitled "Agreement", be referred to as General Counsel's Exhibit 4-A for identification, as of this time.

* * * * * [131]

Q. (By Mr. Tillman): All right, did WEW make contributions to the support of the Central Hiring Hall in the Port of Seattle? A. No.

Q. Did WEW collect contributions from the Employer-Members for the support of the hiring hall in the Port of Seattle during that same period?

A. No.

* * * * *

Q. (By Mr. Tillman): Is it your testimony, Mr. Cornell, that WEW then had nothing to do with the Employers' contributions to the support of the hiring hall? A. That is right.

Q. (By Mr. Tillman): Now, yesterday you mentioned that WEW issued the payroll checks for longshoremen, is that correct?

A. That is correct.

Q. Is that a practice that prevails even today?

A. Yes.

Q. Did you issue checks for longshoremen employed by all of your members?

A. In Seattle? [135]

(Testimony of D. W. Cornell.)

Q. In the Seattle area? A. Yes.

Q. Now, you said that the Waterfront Employers of Washington itself does not do any direct hiring of longshoremen. Has WEW in any way functioned as a channel of referral to the hiring hall of requests for longshoremen from its members?

A. As a channel of referral?

Q. Well, let me put it another way. Has there been any practice whereby the members employing longshoremen have made their requests known to you, or to the WEW as to how many men they need, and you in turn make the request of the hiring halls?

* * * * *

The Witness: Well, I think the easiest answer to your query or question is that the members in hiring longshoremen order them direct from the hall.

* * * * * [136]

Q. (By Mr. Tillman): I will reframe my question then. Has WEW since December 17, 1940 had any hand in apportioning gangs among its members —gangs of longshoremen?

A. The Allocation Committee, which is composed of members of the Association has had a hand in the apportioning of gangs.

Q. Over what period of time?

A. Well, we have always had an allocations committee as long as I have been connected with the Association.

Q. Is that still true? A. It is still true.

(Testimony of D. W. Cornell.)

Trial Examiner Wilson: Now, let me ask you. You say that the Allocations Committee has had a hand in the apportioning of gangs. What do you mean by "has had a hand" in the allocation or apportioning of gangs?

The Witness: In periods of no gang shortages, where there are enough gangs to go around, neither the Association nor the [138] Allocations Committee comes into play. The men are just,—the gangs are simply ordered from the Hall, and are sent direct. We have nothing to do with it. In the event there are more job opportunities than there are gangs to fill them, then a decision has to be made as to how you dispatch twenty gangs to forty work opportunities.

Trial Examiner Wilson: I see.

The Witness: That is what the committee does.

Trial Examiner Wilson: And who is on that Allocations Committee, merely members of the Waterfront Employers, or is that the Joint Committee, also?

The Witness: That is not a Joint Committee, but it is not restricted in attendance, at least to members of the Waterfront Employers of Washington. At the present time, Army Representatives, and Navy Representatives sit on the Committee. It——

Trial Examiner Wilson: It is a Committee of the Waterfront Employers of Washington?

The Witness: The basic committee is set up, yes,

(Testimony of D. W. Cornell.)

from members of the Waterfront Employers of Washington.

* * * * * [139]

Cross Examination

Q. (By Mr. Dobrin): In your direct testimony, Mr. Cornell, you testified that you are Manager for the Pacific Maritime Association, is that correct?

A. In the Washington Area, I am the Washington Area Manager.

Q. Yes.

And is the Pacific Maritime Association a succussor of the Waterfront Employers Association of the Pacific Coast and of certain other Associations?

A. Yes.

* * * * * [143]

Q. (By Mr. Dobrin): In connection with the operation and maintenance of the hiring halls, do the employers,—how are the employers of such labor in this port of Longshoremen and Dockworkers, who represents them?

* * * * * [144]

The Witness: The Pacific Maritime Association.

Mr. Dobrin: All right.

Q. (By Mr. Dobrin): Does the Waterfront Employers of Washington participate in that as an Association? A. No.

Q. Prior to the time that the Pacific Maritime Association was formed, what organization was a representative of the Employers of such labor in this port? A. Waterfront——

(Testimony of D. W. Cornell.)

Mr. McMurray: I will object to that question as equivocal, represented for what purposes and what manner?

Mr. Dobrin: The hiring hall.

Mr. McMurray: It represents them both "in that," I think you said. "In what?"

Mr. Dobrin: Well, in connection with the operation and maintenance of a hiring hall.

Mr. McMurray: I see.

The Witness: The Waterfront Employers' Association of the Pacific Coast.

Mr. Dobrin: And at that time did the Waterfront Employers of Washington, as an Association, have anything to do with the hiring hall?

A. No.

Q. Now, does the Pacific Maritime, or did the Waterfront Employers Association of the Pacific Coast have an area [145] representative in Seattle at the time that it was in existence, a Manager?

A. Yes. They had a manager.

Q. And were his duties substantially the same as yours are now, as Manager of the Pacific Maritime Association? A. Yes.

Q. In that capacity you are employed by the Pacific Maritime Association, are you not?

A. Yes.

Q. And paid? A. Yes.

Q. And the Manager for the Waterfront Employers of Wash—of the Pacific Coast employed and paid the manager in this area? A. Yes.

Q. Is that correct?

(Testimony of D. W. Cornell.)

A. That is correct, yes, sir.

Q. Now, in connection with the function of the Employers' side of the hiring hall, what association directs that function?

A. The Coast Association.

Q. Well, when you say the Coast Association, do you mean the Pacific Maritime Association?

A. At the present time, yes.

Q. Prior to that the Waterfront Employers Association of the Pacific Coast? [146]

A. That is correct.

Q. Is that correct?

A. Yes.

Q. What Association finances the joint expense of the hiring hall borne by the Employers?

A. The Pacific Maritime Association.

Q. And prior to that, what association did that?

A. The Waterfront Employers' Association of the Pacific Coast.

Q. Now, are all members of the Waterfront Employers of Washington members of the Pacific Maritime Association? A. No.

Q. Were all members of the Waterfront Employers of Washington members under PMA?

A. No.

Q. Were all members of the Waterfront Employers Association of the Pacific Coast,—I repeat, were all the members of the Waterfront Employers of Washington members of the Waterfront Employers of the Pacific Coast? A. No.

Q. Now, is the Joint Labor Relations Commit-

(Testimony of D. W. Cornell.)

tee, so far as the Employers are concerned, that is a function of what Association?

A. The Coast Association.

Q. By that do you mean the PMA?

A. That is right. [147]

Q. Is it a function of the Waterfront Employers of Washington? A. No.

Q. Prior to the Pacific Maritime Association, what Association's function was the Joint Labor Relations Committee from the Employers' side?

A. The Waterfront Employers' Association of the Pacific Coast.

Q. Was it a function of the Waterfront Employers of Washington? A. No.

Q. Now, in relation—in addition to the Joint Labor Relations Committee, you described an Allocations Committee. Under the jurisdiction of what Association is the Allocations Committee to function? A. Presently under the PMA.

Q. And prior to the PMA, under the jurisdiction of what Association?

A. I can't answer that question.

Q. You think there was a difference?

A. I don't think there was any substantial difference except—well, the division might not have been as clean cut, Mr. Dobrin, as far as the Allocations Committee was concerned.

Q. Now, you mean in your mind?

A. Yes, that is correct. [148]

Q. Now, when you refer to men, individual human beings, who are on the Joint Labor Relations

(Testimony of D. W. Cornell.)

Committee as being members of the Waterfront Employers of Washington, what is the significance of that?

Do you mean that—do you intend to convey anything of significance by that reference?

A. No, they are members of the Local Association. They also are representatives of the Companies belonging to the Coast Association.

Q. But they can, or could also be members of the Elks' Lodge too, couldn't they?

A. They could.

Q. And that happens to be that the employer whom they happen to work for also happens to be a member of the Waterfront Employers of Washington, is that correct? A. That is correct.

* * * * * [149]

Q. (By Mr. Dobrin): Well, do you know whether or not in your entire experience with the Waterfront Employers of Washington, whether any individual who sat as a member of the Joint Labor Relations Committee was himself a member of the Waterfront Employers of Washington?

A. Not to my knowledge, no.

Q. (By Mr. Dobrin): When you refer to them as being members of the Waterfront Employers of Washington, these individual people, what did you mean by that?

A. I meant that they worked for a company who was on our roster as a member of the Association.

Q. And if you were asked whether or not they worked for a company that was also a member of

(Testimony of D. W. Cornell.)

the Pacific Maritime Association, or the Waterfront Employers Association of the Pacific Coast, would your answer be the same?

A. Well, we are speaking now of the Joint Labor Relations Committee?

Q. That is right.

A. I believe that all employer members of the Joint Labor Relations Committee are employed by Companies who are members of the PMA.

Q. Well, may I ask you, would that be the normal situation? A. Very definitely.

Q. Now, you were asked the question as to whether or not the [151] Waterfront Employers of Washington issued checks to longshoremen, and I understood your answer to be "Yes". A. Yes.

Q. Now, in your direct testimony you said that, if I am correct, that one of the principal functions of the Waterfront Employers of Washington is to maintain a central pay office and a central records bureau, is that correct? A. That is correct.

Q. Now, please explain for the record what that means. What is that function, and what do the Waterfront Employers of Washington do in connection with it?

A. The various employers of labor who are members of the Waterfront Employers of Washington submit these sheets termed "gang sheets" or "time sheets" from which we process through IBM accounting process the various extensions. They are then put together for each individual employee. In other words, the reports from all the different em-

(Testimony of D. W. Cornell.)

ployers for each particular week are lumped together and summed into one sum which represents the gross weekly earnings of each man.

Thereafter the Central Records Bureau performs functions of tax withholding, and such welfare deductions as there might be, and any deductions which are proper, and the net sum is then put into a check issued by the Waterfront Employers of Washington. That check is supported by funds received from the companies at the time they submit the sheets, the time [152] sheets, and each check is then put down in a central pay office, and issued on a regular weekly schedule to the longshoremen. The whole sum and substance and principle of this being to prevent the necessity of the individual going to a lot of different places to get his wages. He gets them all in one lump sum, with all the deductions shown.

Trial Examiner Wilson: Now, you said that the individual employers submitted gang sheets, but you didn't say to whom. Those gang sheets are submitted to the Waterfront Employers of Washington? A. Of Washington.

Trial Examiner Wilson: I see.

Q. (By Mr. Dobrin): Is this correct to put it in the words that the Waterfront Employers of Washington act as the paying agents for the various employers of Longshoremen and Dock Workers in this area, the employers furnish the money, and statistically the amount to each man from all of the employers jointly is determined and issued on a check payable out of funds furnished by the several employees? A. That is correct.

(Testimony of D. W. Cornell.)

Q. Is that correct? A. Yes.

Q. Now, is that what you call the Central Records and Central Pay Office System?

A. That is correct.

Q. And that has been in effect for what period of time? [153]

A. Just roughly how long, do you mean?

Q. You don't need to be entirely accurate about it.

A. Well, the weekly pay system itself, putting it all into one check, has been in effect for three or four years, something like that. However, the pay office, as such, and the Central Records Bureau existed prior to that time with the Company preparing a check, and the pay officer handing it out.

Q. I know this is leading, but it will be quicker, and I can't see that it will be objectionable. Prior to consolidating the funds of the various employers and their payroll into one check for each man, prior to that time you had the Central Pay Office, but you used the funds directly of each employer, and the man might get three or four checks, is that right? A. That is right, yes. * * * * * [154]

Q. (By Mr. Dobrin): How did the Waterfront Employers of Washington obtain funds with which to carry on the Central Records Bureau and the Central Pay Office that you have described?

A. Well, each employer is charged a percentage of each payroll which he sends in.

Q. Now, does the Association perform the services which you have described, of the Central Rec-

(Testimony of D. W. Cornell.)

ords Bureau, and the Central Pay Office for Employer, other than members of the Waterfront Employers of Washington, who employ longshoremen and dockworkers in Seattle?

A. Some of the functions, yes.

Q. Well, which of these various functions that we have referred to does the Waterfront Employers of Washington perform for employers or longshoremen and dockworkers who are not members of the Waterfront Employers of Washington?

A. We make certain deductions for welfare and, I believe, do some tax work for people who are not members of the local Association.

Q. Specifically, do you include the payroll of any non-members in the consolidated checks, if you know?

A. I believe we do. I am not positive. I would like to check that. * * * * * [155]

Trial Examiner Wilson: Mr. Poth or Mr. McMurray, have you any questions? (No response.)

Well, let me ask a question here. The Waterfront Employers of Washington, it is—is it a member of the Pacific Maritime Association?

A. No, it is not. * * * * * [156]

Cross Examination

Q. (By Mr. Poth): Showing you what has been marked for identification as Local 19's Exhibit No. 1, I wonder if you could tell us what that purports to be, if you know. [157]

A. This is the stub which is attached to the paycheck issued by the Waterfront Employers of Wash-

(Testimony of D. W. Cornell.)

ington. It is an earnings statement. The original check has been detached.

Q. Showing you the reverse side where the writing appears, "Waterfront Employers of Washington, Company Names and Code Numbers." I wonder if you could tell me what those companies are there, and explain the need of a code number, if any.

A. Well, the Code number is used simply because you can't put that much information in an International Business Machine Card. You have to specify the company by giving it a number.

Q. Are you familiar with the companies listed there? A. Yes.

Q. Are those companies that regularly pay through your Central Pay Office? A. Yes.

Q. Are those companies members of WEW?

A. Not all of them, no.

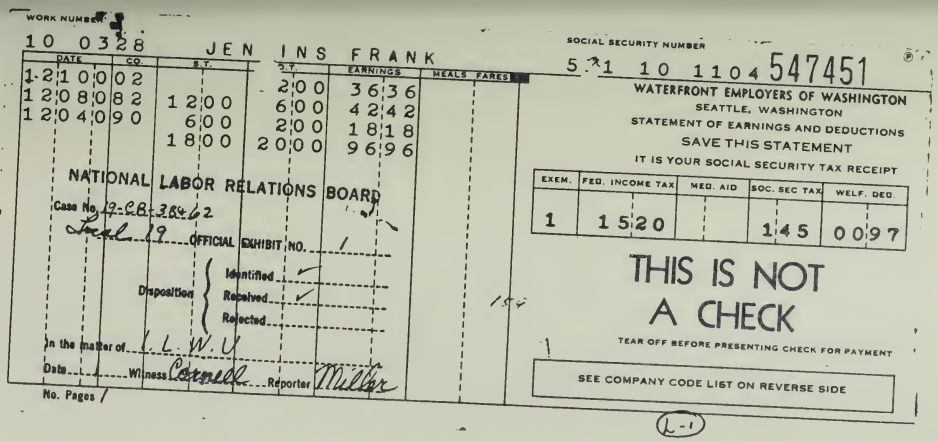
Q. What has been the reason, if any, for including companies there who are not members of WEW?

A. Because, as we said before here, some of these companies avail themselves of a portion of, or at least a portion of our Central Records Bureau, and of our pay office facilities.

Q. (By Mr. Poth): I will also mark that—may I offer this as Local 19's Exhibit 1?

Trial Examiner Wilson: Is there any objection? Hearing [158] none, it will be admitted as Local 19's Exhibit No. 1.

(Thereupon, the document heretofore marked as Local 19's Exhibit No. 1 for identification, received in evidence.)



WORK NUMBER

10 0328 JEN INS FRANK

SOCIAL SECURITY NUMBER 571 10 1104 547451

DATE	CO.	S.T.	O.T.	EARNINGS	MEALS	FARES
12 10 02			2 00	36 36		
12 08 02		12 00	6 00	42 42		
12 04 09	0	6 00	2 00	18 18		
		18 00	20 00	96 96		

NATIONAL LABOR RELATIONS BOARD

Case No. 19-CB-3862

Sept 19 OFFICIAL EXHIBIT NO. 1

Disposition: Identified ✓ Received ✓ Rejected

In the matter of I.L.W.U.

Date ... Witness Connell ... Reporter Miller

No. Pages 1

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L-1

WATERFRONT EMPLOYERS OF WASHINGTON
SEATTLE, WASHINGTON
STATEMENT OF EARNINGS AND DEDUCTIONS
SAVE THIS STATEMENT
IT IS YOUR SOCIAL SECURITY TAX RECEIPT

EXEM.	FED. INCOME TAX	MED. AID	SOC. SEC TAX	WELF. DED.
1	15 20		1 45	00 97

THIS IS NOT A CHECK

TEAR OFF BEFORE PRESENTING CHECK FOR PAYMENT

SEE COMPANY CODE LIST ON REVERSE SIDE

WATERFRONT EMPLOYERS OF WASHINGTON

COMPANY NAMES AND CODE NUMBERS

2 - Griffiths & Sprague Steve. Co.
3 - Rothschild Int'l. Steve. Co.
4 - Moore McCormack Lines, Inc.
5 - Tait Steve. Co.
6 - Everett Steve. Corp.
7 - W. R. Grace & Co.
11 - Alaska Steamship Co
12 - Interocean Steamship Corp.
14 - Luckenbach Steamship Co., Inc.
16 - Port of Seattle
18 - Oliver Olson & Owners
19 - Williams, Dimond & Co.
22 - Matson Terminals, Inc.
25 - Ames Terminal Co.
27 - Arlington Dock Co.
29 - Blue Star Line, Inc.
30 - Consolidated Steve. Co.
31 - Coastwise Line
36 - Fisher Flouring Mills
37 - Cargo Handling, Inc.
38 - Puget Sound Steve. Co.
39 - Frank Waterhouse & Co. of Can. Ltd.
40 - Karen Olson & Owners
41 - James Griffiths & Sons, Inc.
42 - Washington Steve. Co.
43 - International Shipping Co.
44 - Salmon Terminals, Inc.
45 - General Steamship Corp.
46 - Trans-Pacific Transportation Co.
47 - Brady-Hamilton Steve.
49 - Kerr Steamship Co.
50 - American-Hawaiian SS Co.
51 - Royal Mail Lines, Ltd.
53 - Western Stevedore Co.
54 - George & Mary Olson & Owners
55 - Kerr-Gifford & Co., Inc
57 - Norton Lilly & Co.
58 - Oliver J. Olson & Co.
59 - Olympic Steamship Co.
61 - Pacific Republics Line.
67 - Pope & Talbot, Inc.
69 - [illegible] Terminals, Inc.
70 - Weyerhaeuser Steamship Co.
75 - Virginia Dock & Trading Co.
77 - Pacific Ports Service Corp.
79 - Burchard & Fiskers, Inc.
80 - Matson Navigation Co.
82 - Alaska Terminal & Stevedoring Co.
85 - Alexander & Baldwin, Ltd.
87 - Washington Co-op Farmers Assn.
89 - General Mills, Inc.
90 - American Mail Line, Ltd.
91 - Furness, Withy & Co., Ltd.
96 - Grace Lines, Inc.
[illegible] - [illegible]